Al Rajhi Banking & Investment Corporation (Malaysia) Bhd

General Terms and Conditions

(Effective Date: XXX 2026)

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

1. TERMS AND CONDITIONS

1.1 **Documentation.** These General 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 Specific Terms and Conditions, available at https://www.alrajhibank.com.my/ or within the mobile application, which set out terms and conditions specific to the accounts, products and services that you are acquiring from us (**Specific Terms and Conditions**);

(b) any other terms and conditions which we may advise in any other agreement governing your relationship with us including a customer's application form, customer's instruction form, customer's declaration form and customer's consent form (**Application Documents**);

(c) 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 our campaign or promotion (**Campaign Terms and Conditions**);

(d) 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**);

(e) any other document incorporated or referred to herein;

(f) 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;

(g) 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

(h) any other regulatory disclosures or notices (as may be amended from time to time) made available to you.

1.2 **Read and understand.** You must read and understand these General Terms and Conditions and Additional Documents. By applying for and using our accounts, products and services, you agree to and accept these General Terms and Conditions and the relevant Additional Documents. We may, from time to time, amend these General Terms and Conditions and Additional Documents. You must check these General Terms and Conditions and Additional Documents at regular time intervals to ensure that you are aware of any revision or changes. If at any time you no longer agree to or accept these General Terms and Conditions and Additional Documents, you must immediately cease using our accounts, products and services.

General Use

1.3 **Changes and Variation**

(a) We may, at any time and from time to time, add, amend, modify, vary, delete or supplement these General Terms and Conditions and Additional Documents 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 General Terms and Conditions and Additional Documents 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.

1.4 **Acceptance and Withdrawal**

(a) You may object to changes to these General Terms and Conditions and Additional Documents made pursuant to Clause 1.3 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 affected accounts, products or services immediately. 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 affected accounts, products or services, your continued operation, maintenance or non-termination of the accounts, products 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 General Terms and Conditions and Additional Documents, you shall promptly update us in writing or through channels made available by the Bank to withdraw your agreement or acceptance of these General Terms and Conditions and Additional Documents. However, as these General Terms and Conditions and Additional Documents are integral to us making available the accounts, products and services to you, your decision may result in the Bank being unable to (i) establish or continue the banking relationship with you; or (ii) provide or continue the relevant accounts, products and services to you. As such, you shall promptly cancel or terminate accounts, products and services.

1.5 **Inconsistency**

(a) In the event of any inconsistency between the English version and the translated version of these General Terms and Conditions and Additional Documents, the English version shall prevail.

(b) Where there is any inconsistency between the following documents, unless otherwise stated in the relevant document, the documents shall be interpreted in the following order of priority:

(i) Terms of Business;

(ii) Electronic Banking Terms;

(iii) Application Documents;

(iv) Campaign Terms and Conditions;

(v) Specific Terms and Conditions; and

(vi) these 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.

1.6 **Fair Treatment of Financial Consumers.** None of these General Terms and Conditions and Additional Documents shall override our regulatory obligations to financial consumers or credit consumers (as defined by the prevailing rules, regulations, and guidelines issued by Bank

General Use

Negara Malaysia or the Consumer Credit Act 2025). If any provision in these General Terms and Conditions and Additional Documents 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.

1.7 **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 customized to the circumstances of a vulnerable customer.

1.8 **Accessibility.** If you are a person with disabilities and require special assistance to understand or access any of these General Terms and Conditions and Additional Documents, please promptly reach out to us through channels made available by the Bank.

1.9 **Payment System Rules**

(a) Notwithstanding anything contained in these General Terms and Conditions, any account, product, service, transaction, payment, transfer or instruction which is processed through, connected with or governed by any payment, clearing, settlement or funds transfer system shall be subject to the applicable rules, procedures, operating requirements, guidelines, standards and directions of the relevant system operator, including Payments Network Malaysia Sdn. Bhd. (**PayNet**). In the event of any inconsistency between these General Terms and Conditions and any such rules, procedures, operating requirements, guidelines, standards or directions, the latter shall prevail to the extent necessary for the Bank to comply with such requirements.

(b) The Bank may take, refrain from taking, delay, suspend, reject, block, reverse, cancel, recall, refund, recover, freeze or otherwise deal with any transaction, payment, transfer or instruction where the Bank considers it appropriate to comply with any applicable rules, procedures, operating requirements, guidelines, standards or directions of PayNet or any payment, clearing or settlement system, and the Bank shall not be liable for any loss, damage, cost, expense, delay or inconvenience arising from such action, save and except where the losses or damages are caused by the Bank's gross negligence, wilful default or fraud.

2. DEFINITIONS

2.1 The following definitions apply to these General Terms and Conditions unless otherwise specified:

"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-

General Use

		Restricted Activity Financing and Proceeds of Unlawful Activities 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, 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.
"**Approval**"	:	means (a) any authorisation, consent or approval, exemption, licence, waiver, notification and filing from, or with an Authority, and (b) where the Customer is not an individual, any corporate or internal authority or approval required under its constituent documents.
"**ATM**"	:	means an automated teller machine.
"**Authority**"	:	means any regulator, governmental authority or agency having jurisdiction over the Bank or the Customer.
"**Bank**"	:	means Al Rajhi Banking & Investment Corporation (Malaysia) Berhad (Registration No.: 200501036909 (719057-X)) and its successors in title and any novatee, assignee, transferee or purchaser of the Bank's rights and/or obligations under these General Terms and Conditions.
"**Business Day**"	:	means a day (other than a Saturday, Sunday and public holiday, (whether gazetted or not)) on which Islamic banks and commercial banks are open in the Federal Territory of Kuala Lumpur, Malaysia for transaction of business.
"**Customer**", "**you**" or "**your**"	:	means a person to whom the Bank has agreed to provide an account, product or service under these General Terms and Conditions, and will, in the case of individuals, include their personal representative(s), and his permitted assign or transferee.
"**Customer Information**"	:	means all or any information provided by you (or a person acting on your behalf), or relating to you, or relating to your usage of the accounts, products or services made available by the Bank to you.
"**Customer Parties**"	:	has the meaning as defined in Clause 25.3.
"**Data Subjects**"	:	has the meaning as defined in Clause 34.
"**eKYC**"	:	has the meaning as defined in Clause 4.2.
"**Financial Crime Compliance Activity**"	:	has the meaning as defined in Clause 7.2.
"**Financial Crime Prevention Laws**"	:	means all Applicable Laws, industry standards issued by industry association which the Bank is a member, and guidelines issued by operator of a shared fraud response

General Use

		infrastructure which the Bank is a participant, 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.
"**Purposes**"	:	has the meaning as defined in Clause 9.1.
"**Recipient**"	:	has the meaning as defined in Clause 9.2.
"**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.
"*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, and as determined by other relevant regulatory bodies (such as the SAC of Securities Commission of Malaysia) where applicable.

2.2 In these General Terms and Conditions, where the context admits:

(a) references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

(b) references to "General Terms and Conditions" or to any other agreement or document referred to in these General Terms and Conditions, mean this document or such other agreement or document as amended, varied, supplemented or novated from time to time, and include the appendices/schedules.

(c) references to "General Terms and Conditions" shall include the Specific Terms and Conditions, as may be amended from time to time, which is deemed incorporated by reference into and form part of this document.

(d) words importing the masculine gender shall include the feminine and vice versa and words importing the singular shall include the plural and vice versa.

(e) where two or more persons or parties are included or comprised in any expressions and undertakings expressed to be made by such persons or parties the same shall be enforceable by or against them jointly and severally.

(f) headings are inserted for convenience only and shall not in any way affect the interpretation thereof.

(g) "day", "month" or "year" is a reference to a day, month or year respectively in the Gregorian calendar and "month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day provided that if a period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in that month in which that period ends, that period shall end on the last Business Day in that latter month (and references to "months" shall be construed accordingly).

(h) if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

General Use

(i) no rule of construction shall apply to the disadvantage of the Bank solely because the Bank was responsible for the preparation of these General Terms and Conditions.

3. SHARIAH COMPLIANCE

3.1 **No payment of interest.** Nothing in these General Terms and Conditions or Additional Documents shall oblige the Bank or the Customer, 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 General Terms and Conditions and Additional Documents have been reviewed for *Shariah* compliance.

3.3 ***Shariah* compliance by Customer.** 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 General Terms and Conditions and Additional Documents. You must not use our accounts, products or services for any *Shariah* non-compliance purpose.

3.4 **No objection.** The Bank and the Customer 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 General Terms and Conditions and Additional Documents.

3.5 ***Shariah* Advisory Council.** By applying for, accessing, using and continuing to use our accounts, products or 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 accounts, products and services.

4. ESTABLISHING BANKING RELATIONSHIP

4.1 **Establishing banking relationship.** Any application for accounts, products or services is subject to our approval and you fulfilling all product eligibility requirements. You shall provide such documents and information required by us when you apply for accounts, products or services. We may accept or reject your application at our discretion without specifying any reason unless we are legally required to provide a reason. Even if we have provided you with accounts, products or services, we may discontinue any account, product or service to you at any time without specifying any reason unless we are legally required to provide a reason.

4.2 **Online account opening.** We may offer you with the ability to open an account online through electronic know-your-customer (**eKYC**). The availability of this service is subject to the Bank's procedures and eligibility requirements. In some instances, such as, where the eKYC has not been successfully performed or we need more information about you, we may require you to visit the nearest branch to complete the account validation and activation process.

4.3 **Sanction and financial crime.** You acknowledge that we may not establish or maintain a banking relationship with anyone who is subject to Sanction and involved or suspected to be in contravention of Financial Crime Prevention Laws.

4.4 **Changes to branch, service and operating model.** The Bank may adopt different operating, servicing and distribution models for different categories of customers, products, services, channels, market segments or geographical locations and may determine, at its discretion, the branches, service centres, digital channels or other channels through which any customer, account, product or service may be serviced or accessed. The Bank may, at any time, by giving reasonable prior notice:

(a) transfer the administration, maintenance, servicing or operation of any of your accounts, products or services from one branch to another branch;

General Use

(b) transfer the administration, maintenance, servicing or operation of any of your accounts, products or services to a centralized, digital, branchless or other operating model, including through our electronic banking channels;

(c) change, relocate, consolidate, redesignate or convert any branch into a cashless branch or otherwise modify the services available at that branch; and/or

(d) establish, redesignate, convert or operate any branch as a digital-only branch or under another technology-enabled service model, under which certain banking services may be provided primarily or exclusively through digital, electronic, self-service or remote channels and certain in-person, counter or cash services may be unavailable.

4.5 **Artificial intelligence**

(a) The Bank may use artificial intelligence, machine learning systems, behavioral analytics, fraud detection systems and other digital technologies, to support or facilitate the provision, administration, risk management, fraud prevention, security and operation of its accounts, products and services.

(b) If the Customer believes that the Customer's access to, or use of, such account, product or services has been adversely affected by any decision taken, supported or facilitated through the use of any technology-enabled tools by the Bank, the Customer may request a review of such decision by the Bank.

(c) Notwithstanding any review conducted by the Bank, the Bank shall not be required to disclose any proprietary models, algorithms, methodologies, risk scores, detection rules, screening parameters, thresholds or criteria used by the Bank in connection with any artificial intelligence, machine learning systems, behavioral analytics or fraud detection systems.

(d) Unless prohibited by law, the Bank shall not be liable to the Customer for any losses, damages, expenses, costs, or charges whatsoever that the Customer incurred arising from or in connection with the Bank's reliance on the output of any artificial intelligence, machine learning systems, behavioral analytics or fraud detection systems, save and except where the losses or damages are caused by the Bank's gross negligence, wilful default or fraud.

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 Customer notifies the Bank in writing of any changes and the Bank has had sufficient opportunity to act on the updated information.

5.2 **Know your customer and customer due diligence checks.** We will carry out due diligence and ask questions about you, your background, your source of fund 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. 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.** If you do not respond to our request for information within the required time, we reserve the right to close, suspend, or limit your access to the affected accounts, products or services, including but not limited to disallowing or delaying any transaction by you. We may exercise this right without prior notice.

5.4 **Beneficial ownership**

General Use

(a) You represent and warrant that you are the sole legal and beneficial owner of the account, product and services and are acting as principal and not as agent, nominee, trustee or representative of any other person, unless otherwise disclosed to and accepted by the Bank in writing.

(b) You must promptly notify the Bank of any change in the legal ownership, beneficial ownership, control or operation of the account, product and services or the existence of any trust, nominee, agency or similar arrangement affecting the account, product and services.

(c) The Bank shall be entitled to rely on this representation and may take such action as it considers appropriate, including refusing transactions, imposing restrictions or closing the account, where the Bank is unable to ascertain the identity of the ultimate beneficial owner or is not satisfied as to the ownership, control or purpose of the account, product and services.

6. CUSTOMER UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

You make following undertakings, representations and warranties to the Bank which you repeat at all times until the termination of the banking relationship.

6.1 Capacity

6.1.1 You have all necessary power, authority and capacity

(a) to open, maintain and operate the accounts, products or services provided or made available by the Bank; and

(b) to enter into and perform your obligations under these General Terms and Conditions and Additional Documents.

6.1.2 If the Customer is an individual:

(a) you must be at least 18 years of age;

(b) you have not been determined to be incompetent or of unsound mind; and

(c) you are not an undischarged bankrupt, there is no bankruptcy petition against you and you have not committed an act of bankruptcy within six (6) months preceding the date of these General Terms and Conditions.

6.1.3 If the Customer is not an individual:

(a) the Customer is duly incorporated, established and validly existing under the law of the jurisdiction of the Customer's organisation or incorporation and, if relevant under such laws, in good standing;

(b) there is no legal proceedings and/or bankruptcy or winding up or insolvency proceedings threatened or pending against the Customer or the Customer is not a bankrupt or wound up or insolvent or the Customer has not entered into or proposed to enter into any voluntary arrangement with its creditor(s) or there is no receiver and/or manager appointed to take over the Customer's assets and/or business or there is no application made or pending by any person for an order for the Customer to be placed under judicial management and for the appointment of a judicial manager or there is no form of arrangement or composition (voluntary or otherwise) entered or proposed to be entered into by the Customer with its creditor(s); and

(c) its acceptance, signing, delivery or performance of these General Terms and Conditions and Additional Documents, and any instruction given by it does not and will not contravene or constitute a default under, or cause to be exceeded, (i) any law applicable to it or any of its assets; (ii) its constituent documents; or (iii) any agreement which is binding on the Customer.

6.2 Authority

General Use

The Customer has obtained or will obtain all necessary Approvals to enter into these General Terms and Conditions and Additional Documents and to perform the Customer's obligations under these General Terms and Conditions and Additional Documents.

6.3 **Sanction**

(a) The Customer is not (i) subject to any Sanction or (ii) located, organized or resident in a country or territory that is the subject of Sanction.

(b) If the Customer is not an individual, it further represents and warrants to the Bank that its directors, partners, managers, officers, employees and authorized representatives are not (i) subject to any Sanction or (ii) located, organized or resident in a country or territory that is the subject of Sanction.

6.4 **Compliance with Anti-Corruption Laws**

The Customer is compliant with Anti-Corruption Laws.

6.5 **Compliance with Anti-Money Laundering Laws**

The Customer is compliant with Anti-Money Laundering Laws.

6.6 **Other representations**

(a) All information and documents provided to the Bank are true, accurate, genuine, untampered and not forged.

(b) No person other than you has an interest in the account unless the same is informed to the Bank in writing at the point of account opening.

(c) You have not intentionally withheld any information or fact which would cause the Bank to refuse any account, product, or service to you.

(d) You have received, read, and understood the brochure on deposit insurance system published by PIDM and have been informed of the insurability of the accounts, products, or services.

(e) You understand that you should obtain your own independent legal advice on these General Terms and Conditions and Additional Documents.

(f) 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.

6.7 **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) If your account is not opened for business purposes, not to use your account for business purposes.

(c) You must comply with all reasonable requests of the Bank.

(d) You must provide us with all information and documentation to comply with the Financial Crime Prevention Laws.

(e) You must comply with these General Terms and Conditions and Additional Documents.

(f) You must comply with any laws, regulations or rules applicable to your use of any of the accounts, products or services.

(g) You must ensure that the accounts, products or services are not used in any way to facilitate any fraudulent or unlawful activities or purposes.

(h) You must ensure that the accounts, products or services are not used in any way in contravention of Sanction, Anti-Corruption Laws, and Anti-Money Laundering Laws.

6.8 **Control and operation of account**

General Use

(a) You must retain ultimate control over the use and operation of the account, product or services.

(b) Where you are a non-individual Customer, you may authorise another person to act on your behalf in accordance with your mandate in accordance with Clause 25.

(c) You must not permit any other person to use, operate, manage or control the account, product or service for that person's own benefit or purposes, or otherwise transfer, delegate, surrender or make available the beneficial use, operation or control of any account, product or service to any third party without the Bank's prior knowledge and approval.

(d) The Bank may take such action as it considers appropriate, including refusing or delaying transactions, imposing restrictions, suspending access, freezing or closing any account, product or service, where the Bank becomes aware of, reasonably suspects, or has reason to believe that the operation, control or beneficial use of any account, product or service has been transferred, delegated, surrendered or otherwise made available to a person without the Bank's prior knowledge or approval.

7. MANAGING FINANCIAL CRIME RISK

7.1 **Financial Crime Prevention Laws.** The Bank is required to comply with Financial Crime Prevention Laws. The Bank may refrain from taking, or may take, any action which the Bank considers appropriate to comply with any Financial Crime Prevention Laws. Nothing in these General Terms and Conditions or any Additional Document shall require the Bank to process, execute, effect or permit any transaction, instruction or application where doing so may cause the Bank to breach any Financial Crime Prevention Laws.

7.2 **Financial Crime Compliance Activity**

(a) The Bank may perform any activity or take any action which it considers appropriate to prevent, detect, manage, mitigate, investigate, report or otherwise address risks relating to Financial Crime Prevention Laws including but not limited to (each a **Financial Crime Compliance Activity**):

(i) conducting customer due diligence, enhanced due diligence, screening, monitoring, surveillance, verification, investigation and enquiries relating to the Customer, parties connected to the Customer (including the Customer's directors, members of its governing body, shareholders, partners, office-bearers, beneficial owners, authorized signatories, and senior management), counterparties, transactions, source of funds, source of wealth, control, ownership structure, account activity, transaction purpose or any other matter considered relevant by the Bank;

(ii) conducting transaction screening, sanctions screening, name screening, account monitoring, transaction interception, transaction review and fraud detection activities;

(iii) making enquiries and conducting investigations in relation to any actual, suspected or potential breach, attempt, circumvention or evasion of any Financial Crime Prevention Laws;

(iv) reporting, disclosing or providing information to any Authority, law enforcement agency, financial institution, payment system operator or other person where the Bank is permitted or required to do so by Applicable Laws;

(v) delaying, refusing, declining, rejecting, suspending, restricting, withholding, blocking, reversing, cancelling or terminating any instruction, transaction, application, or the provision of any account, product or service, whether in whole or in part; and

(vi) placing holds on funds (whether a freezing order is issued), restricting access to accounts, products or services, effecting transaction reversals or refunds, or

General Use

taking any other action considered necessary by the Bank in response to actual or suspected fraudulent, unlawful or suspicious activities.

(b) Without limitation, the Bank may form a suspicion or belief that an account, product, service or transaction is connected to fraudulent, unlawful or suspicious activity based on information obtained from:

(i) its monitoring, screening, surveillance, investigations or reviews;

(ii) transaction patterns, account activity or behavioral indicators;

(iii) information or reports received from customers, members of the public, financial institutions, shared fraud response infrastructure, fraud intelligence platforms, payment system operators or third parties;

(iv) police reports, court documents, notices or requests received from any Authority; or

(v) any other information available to the Bank from any source.

(c) The provision of the accounts, products and services 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 under these General Terms and Conditions and Additional Documents.

(d) Unless prohibited by law, the Bank shall not be liable to the Customer for any losses, damages, expenses, costs, or charges whatsoever that the Customer 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.

(e) The Bank may be prohibited by Applicable Laws from disclosing the existence of any Financial Crime Compliance Activity, investigation, report, suspicious transaction report, screening result or related matter. Accordingly, the Bank may be unable to provide the Customer with prior notice, reasons or further information relating to any Financial Crime Compliance Activity, and the Bank shall not be liable for any failure to do so.

(f) The Bank may maintain internal records, watchlists, risk classifications or other customer management records relating to the Customer as part of its Financial Crime Compliance Activity and compliance with Financial Crime Prevention Laws. The Customer shall have no right to require the removal, deletion, amendment or disclosure of such internal record, watchlist, risk classification or other customer management records. Notwithstanding the closure or termination of any account, product or services, the Bank may retain such information for such period as the Bank considers necessary.

8. TAX COMPLIANCE

8.1 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 accounts, products and services. The Bank does not provide tax or legal advice. You are advised to seek independent legal and tax advice.

8.2 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

General Use

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, Customer's instruction, Customer'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.

9. DISCLOSURE OF CUSTOMER INFORMATION

9.1 **Purposes of processing customer information.** The Customer agrees and consents to the Bank 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 the Bank's offering of account, product or services (which shall include the provision of such account, product or services via electronic banking channel) to the Customer such as assessing suitability, evaluating, verifying and processing, of application, authenticating customer identity, establishing and maintaining a banking relationship with the Customer, effecting customer instruction, addressing queries and dispute, customer communication, maintaining customer satisfaction, maintaining the security of account, product and services, understanding customer utilization and tailoring content and services which may be of interest to customer;

(b) to support the Bank's 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 customer 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 the Customer 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 the Bank's 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 account, product or services;

(o) for purposes related to debt collection;

(p) for purposes related to issuance of e-Invoice; and

(q) any other purposes as set out in statements, circulars, notices or other terms and conditions accepted by the Customer including, without limitation, the Bank's Personal Data Protection Notice available at https://www.alrajhibank.com.my/.

9.2 **Disclosure of customer information.** Subject to Applicable Laws, we may disclose Customer Information:

General Use

(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 adjuster, legal counsel, professional advisor, consultant, strategic partner, valuer, auctioneer, broker and debt collection agency;

(c) to any person involved in the provision of online banking services or electronic platforms made available to the Customer to access the account, product or services;

(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 the Customer has enrolled and linked to the account, product or services;

(e) to all joint accountholders;

(f) to any person the Bank believes in good faith to be the Customer's directors, members of the governing body, senior management, shareholder, partners, office-bearers, trustee, authorized signatories, authorized officers, representatives, legal adviser, external auditor, any person acting on behalf of the Customer, and any entities associated or related to the Customer where applicable;

(g) to any trustee, judicial manager, nominee, receivers and managers, liquidators, official assignees, official receivers or similar role appointed under applicable law or court order relating to bankruptcy, liquidation, winding up, rescue mechanism, in respect of the Customer;

(h) to any administrator/executor/beneficiary of a deceased Customer including the appointed solicitor acting for them and any next of kin of a deceased Customer which the Bank believes in good faith as intending to apply for a court order in respect of a deceased Customer's account;

(i) to Bank Negara Malaysia or any of its established bureaus or agencies which provide and collect credit or other information such as 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 agency and credit reference agency and 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);

(j) to any governmental authority, court, tribunal, statutory body, regulatory Authority, stock exchange, central depository, clearing house, credit reporting agency, credit references agency, fraud bureau, shared fraud response infrastructure, fraud intelligence platform, self-regulatory organisation, trade repository, rating agency, market infrastructure provider, Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad, Syarikat Jaminan Pembiayaan Perniagaan Berhad, any other governmental agencies set up to acquire financings or stand as guarantor for financing, information-sharing database amongst financial institution and any industry association which the Bank is a member;

(k) to any person to comply with any court order or request from regulatory Authority, including regulatory Authority having jurisdiction over the Customer;

(l) to any of the Bank's business and product partners in relation to any account, product, services or transaction which the Customer conducted or is the subject of;

(m) to any of the Customer's actual or potential assignee, transferee, guarantors and/or security providers;

(n) to any person the Bank believes in good faith to be tendering payment for monies on the Customer's behalf;

(o) to any person who is assisting the Bank in recovering any monies due from the Customer;

General Use

(p) 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;

(q) to any person the Bank considers necessary for the purposes of prevention, detection, investigation and reporting of a crime, actual or suspected;

(r) 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 account and financial scams, actual or suspected;

(s) 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;

(t) to any provider of credit protection in relation to the Bank's rights and/or obligations;

(u) 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;

(v) to any person under a duty of confidentiality to the Bank;

(w) to any of our third-party reward, loyalty, co-branding and privileges providers or partners;

(x) announcement on our website and media outlets including social media if you are a winner of any of our campaigns or contests as consented by you;

(y) to any referral partner, lead aggregator or aggregator whom you have authorized to the disclosure of your information;

(z) to any data consumer pursuant to an open finance arrangement whom you have authorized to the disclosure of your information;

(aa) to any party whom you have authorized to the disclosure of your information; or

(bb) to such parties as provided in the Bank's Personal Data Protection Notice available at https://www.alrajhibank.com.my/.

(each a **Recipient**)

9.3 **Further processing.** The Customer 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 such Recipient is subject to appropriate confidentiality, security and data protection obligations.

9.4 **Transfer out of jurisdiction.** The Customer agrees and consents to the transfer, use and storage of its Customer Information to other jurisdictions, the laws of which may not offer the same level of protection as the laws of the jurisdiction from which the Customer Information originates.

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

9.6 **Data breach notification.** The Bank is obliged to comply with Applicable Laws relating to data breach notification. Where the Bank has reason to believe that a data breach has occurred and such breach causes or likely to cause any significant harm to the Customer (as defined by Applicable Laws), the Bank shall notify the Customer of the breach by way of a written notice (i) issued directly to the Customer by email, facsimile, short message services (**SMS**), electronic messaging channel or postal services based on the contact information in the Bank's 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 the Bank is unable to identify the specific customer(s) who are affected

General Use

by the breach, the Bank may proceed with a public announcement and prominent notice posted at the Bank's branches and website.

9.7 **Data Privacy.** In respect of the Customer's personal data (as defined under the Personal Data Protection Act 2010), the Customer 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.

9.8 **You represent that you have obtained consent from others to provide information.** Where you have collected and share with us information of another person by reason of or incidental to the provision of any account, product or service by the Bank, you represent that you have obtained the agreement and consent from such person and have complied with all applicable law and regulations, to enable us to process, disclose, store and transfer such information. You undertake to provide a copy of this General Terms and Conditions and the necessary notices to all such person prior to providing their information to the Bank.

9.9 **Data portability and open finance**

(a) The Customer agrees that any request or consent by the Customer 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) To validate the authenticity of the Customer's request or consent pursuant to an open finance arrangement, the Bank may subject the Customer's request or consent to further confirmation in such manner as the Bank may specify from time to time. The Bank may, unless prohibited by law, refuse to act on any such request or consent until the Bank receives satisfactory confirmation.

(c) If the Customer would like to revoke any request or consent, the Customer shall promptly update the Bank through the specific channels made available by the Bank on consent revocation. For clarity, the Bank shall be entitled to act in accordance with the Customer's prior request or consent unless and until the Bank has received up-to-date instruction from the Customer of any revocation or change and have had sufficient opportunity to act on the same.

(d) The Customer agrees that any data portability request by the Customer for the Bank (as a data controller) to transfer or disclose personal data to another data controller of the Customer's choice shall only be made in accordance with the Applicable Laws in relation to data portability. The Customer 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 Customer 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) Unless prohibited by law, the Bank may charge a fee for the processing of any data portability request or any request or consent by the Customer for the Bank to transfer or disclose Customer Information pursuant to any open finance arrangement.

(f) Unless prohibited by law, the Bank shall not be liable to the Customer for any losses, damages, expenses, costs, or charges whatsoever that the Customer incurred arising out of or in connection with the Bank acting on the Customer'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, wilful default or fraud.

10. KEEPING YOUR ACCOUNT SAFE

10.1 **Access requirements may change.** We may from time to time change our banking channel security requirements and procedures to access to your accounts, products or services. You

General Use

will not be able to access your accounts, products or services if you do not comply with the latest security requirements and procedures.

10.2 **Security responsibilities.** You must:

(a) exercise all reasonable care and precaution to prevent loss, theft, or unintended disclosure of your accounts, products or services;

(b) exercise all reasonable care and precaution to prevent unauthorized or fraudulent use of, or access to, your accounts, products or services;

(c) keep security details and banking credentials about your accounts, products and services secure and confidential and not disclose them to any third party;

(d) not allow any unauthorized third party to operate your accounts, product or services for you;

(e) monitor your account balances and check your statements regularly to detect any irregularities or unauthorized transaction; and

(f) keep yourself reasonably up to date with information on financial consumer awareness, financial scams and consumer alerts generally available on Bank Negara Malaysia's website.

10.3 **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 accounts, products or services;

(b) suspect or become aware of any fraudulent or unlawful activities in relation to the accounts, products or services;

(c) suspect or become aware that your security details, banking credentials, identification document, card, password is lost, stolen, breached or compromised or someone else knows your security credentials;

(d) receive an SMS alert or a push and in-app notification alert of any suspicious or unauthorized transactions; or

(e) discover any errors irregularities, unauthorized or fraudulent transaction in your statement.

We and our employees will never ask you for any of your security details and banking 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.

10.4 **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 responsibilities or your unreasonable delay in notifying the Bank of the loss or theft or negligence in disclosure of any security details and banking credentials.**

10.5 **Security measures and tips.** We may provide guidance on how you can keep access to your accounts, products or services safe but such guidance shall not be taken as exhaustive of all reasonable precaution that you should take.

10.6 **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 details and banking credentials about your accounts, products and services.

General Use

10.7 **SMS notification or alerts**.

(a) We may send SMS notification, email notification, push or in-app notification alerts to your contact information registered with us to keep you updated on your account activity.

(b) The alert and notification are not intended to replace your responsibility for safeguarding your own interests, money and account from fraudulent or illegal activities. If you have downloaded our mobile banking application, you shall not disable the push notification or in-app notification feature on your mobile device. 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 must 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 the 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 Customer only and the Customer 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.

10.8 **Assistance 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 your accounts, products or services. In relation to any unauthorized or fraudulent transaction or activities, the Bank may require you to lodge a police report and to provide such report to us within a reasonable time. 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. 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 transaction or activities.

10.9 **Authorized payment fraud.** Unless prohibited by laws, the Bank is authorized to act upon any of your instruction, authorization or confirmation given to the Bank. Your payment instruction is binding and irrevocable, notwithstanding your discovery of any facts subsequent to the said transaction that you may have been tricked or deceived into authorizing the transaction such as a romance scam, an investment-related scam, a parcel scam, a Macao scam, a social engineering scam or a fraudster impersonating as a genuine payee. You acknowledge that sending an authorized payment or making an authorized transfer to a fraudster is different from an unauthorized transaction whereby in later, money is taken from you without your consent. If you believe that you have been defrauded or scammed, you must immediately report to the Bank. You must stay informed with information on financial consumer awareness, financial scams and consumer alerts generally available on ours, Bank Negara Malaysia's and The Association of Banks In Malaysia's website and exercise vigilance when authorizing any transaction.

General Use

10.10 **Mule account.** In giving instructions to us to make payments or effect transactions, you agree to exercise due care and diligence to safeguard your own interest, money and account from fraudulent or other illegal activities. You may make use of the information or tool made available to the public by the law enforcement agencies, governmental or regulatory Authorities to check whether the party receiving payment from or transacting with you is real and credible. Such information or tool includes Semak Mule at https://semakmule.rmp.gov.my/ (or any other name(s) as may be changed from time to time) or any other channels or platforms made available by any law enforcement agencies, governmental or regulatory authorities. You should remain vigilant even if any of these checks are returning with no finding.

10.11 **Apportionment of liability for unauthorized transactions.** Where we are required by Applicable Laws to assess element of our joint culpability for any unauthorized transactions, we will act fairly and objectively in completing such assessment and investigation. If joint culpability has been established, we will allocate the losses fairly and objectively to reflect the Customer's accountability for the loss. The assessment by the Bank is conclusive. The basis of our loss allocation will be communicated to the Customer upon completion of our investigation, but the Customer is not entitled to request the Bank to disclose the actual investigation papers to the Customer. If you are not satisfied with our decision in relation to any unauthorized transaction, you may refer the dispute to the Financial Markets Ombudsman Service (FMOS) for resolution of the said dispute.

10.12 **Additional terms.** The Specific Terms and Conditions and the Electronic Banking Terms contain additional terms and conditions on security arrangement which may apply to you.

11. SUSPENSION OF ACCOUNTS, PRODUCTS OR SERVICES

11.1. **Bank may impose restriction.** The Bank may at any time, at its discretion, without prior notice to you, impose suspension, limitation, restriction or condition in respect of your access to, or use of any account, product or service. This includes the Bank's suspending, cancelling, delaying or refusing to carry out your instruction or transaction, refusing the provisions of all or part of any account, product or service, withholding funds in your account, freezing any withdrawal and/or deposit to the account and in so freezing taking action such as stopping payment instrument, returning any cheque or other instruments whether deposited for collection or payment. 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 the following events (which are not exhaustive):

(a) when we have been notified or become aware that you have committed an act of bankruptcy and/or petition for winding up or for bankruptcy has been presented against you or any of the directors/partners of the Customer (for corporate and partnership accounts) or upon the Bank's being served with any notice under section 466 of the Companies Act 2016 presented against the Customer;

(b) upon the Bank being notified, directed, instructed 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 or activity under your account(s);

(c) where any restriction, freeze, hold, stop order, direction or other instruction imposed, requested or notified by any Authority is due to expire or has expired, and the Bank is seeking clarification, confirmation, or further instructions from such Authority regarding the continuation, or renewal of such restriction, the Bank may continue to impose the restriction for such period as the Bank reasonably considers necessary pending receipt of such clarification, confirmation, or further instructions;

General Use

(d) when we have become suspicious of any unlawful or fraudulent activities concerning the accounts, products or services;

(e) when we have reason to believe or suspect that you may have become a victim of any unlawful or fraudulent activity concerning your accounts, products or service and we consider it appropriate to freeze the account in your interest;

(f) in the event of death, mental incapacity or other disability affecting legal capacity of an individual where the individual is the Customer, or where the individual is an authorized signatory of the Customer to operate accounts for a partnership and/or company or any such legal entity, the Bank may continue to freeze the accounts, products or service until a new mandate or a fresh authorized signatory is given to the Bank;

(g) when the Bank considers it necessary to comply with any Financial Crime Prevention Laws, any laws, regulations, court orders, regulatory requirement or directions from any Authority;

(h) an investigation is being conducted by the Authority against you or in relation to your accounts, products or services;

(i) when the Bank is served with a court order or a garnishee proceeding;

(j) when you are in breach of these General Terms and Conditions or Additional Documents;

(k) when you have provided false, incorrect, incomplete, forged, misleading information or documentation to the Bank, or have otherwise misrepresented to the Bank;

(l) when you fail to provide (or has provided incomplete) information or documentation requested by the Bank;

(m) when we need to exercise our right or discretion under Clause 5, Clause 6, Clause 7, Clause 8, Clause 12, Clause 13, Clause 14 or Clause 19;

(n) when the Bank reasonably considers that the operation of the account or the use of any product or service is irregular, inappropriate, unsafe or otherwise unsatisfactory;

(o) when the Bank has reason to doubt the authority or authenticity of the Customer's instruction;

(p) when the signature attached to the Customer's instruction does not correspond with the specimen supplied to the Bank;

(q) when the Bank receives a conflicting instruction from the joint accountholders or authorized signatories;

(r) when the Bank is notified of any dispute amongst the joint accountholders or authorized signatories in relation to any account, product or service;

(s) when the Bank is notified of evidence of forgery of signature of joint accountholders or authorized signatories;

(t) when the Bank has reason to believe or suspect that an authorized signatory is abusing the account mandate;

(u) when any of the joint accountholders or authorized signatories instruct the Bank to freeze or to revoke the account mandate;

(v) when the Bank receives conflicting demands or claims regarding ownership, operation or mandate in relation to an account, product or service;

(w) when the Customer does not, or refuse to, accept any variation, change and amendment to these General Terms and Conditions and a Specific Terms and Conditions;

(x) when allowing the accounts, products or services to remain available may cause the Bank to be in breach of applicable laws or regulations;

(y) when you have less than the minimum balance amount in your account; or

General Use

(z) when the provision of the accounts, products or 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 accounts, products or services shall only be lifted after the Bank has been given sufficient opportunity to review, consider and verify any information, evidence or documentation provided to it and the Bank determines that the reason for the suspension, limitation, restriction or condition ceases to exist or has been remedied. Examples (without limitation) are the following:

(a) in respect of the insolvency matters, we are satisfied with the evidence you have provided that (i) the petition for winding up or for bankruptcy has been validly withdrawn or dismissed or struck out by the Court or (ii) where anyone or more of the directors of the Customer are adjudicated bankrupt, the Bank is served a mandate as to the change of signatories of the account(s) and is satisfied that such fresh mandate is duly authorized by the board of directors;

(b) when the suspension was mandated by, or required pursuant to any, law or by an Authority, upon the Bank being served with the appropriate court order or any direction of an Authority that required the suspension sanctioning the lifting of the suspension of the account(s);

(c) in respect of death of a sole accountholder, upon presentation to the Bank of a grant of probate or letters of administration by the deceased's personal representatives or any other related forms from the Land Office and/or any other approved bodies under the relevant legislation prevailing at such time; or a fresh mandate with a new authorized signatory to operate the partnership and/or the company's or such entity's accounts is furnished to the Bank;

(d) in respect of dispute amongst joint accountholders or authorized signatories, we are satisfied with the evidence that the dispute has been resolved;

(e) in respect of breach of these General Terms and Conditions or Additional Documents, the breach has been remedied;

(f) in respect of false or misleading or failure to provide information, you have provided the requested information to the Bank;

(g) in respect of any Financial Crime Compliance Activity, we are of the opinion that the suspension, limitation, restriction or condition is no longer required.

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 save and except where the losses or damages are caused by the Bank's gross negligence, wilful default or fraud. 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, notice, instruction, request 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.

General Use

12. CLOSURE OF ACCOUNT

12.1. **You may close your account.** You may close and terminate your account, product or service and terminate these General Terms and Conditions and Additional Documents at any time. You shall comply with our requirements and procedures on account closure. The Bank is not required to act on an instruction to close account if the account is subject to encumbrances, court orders, instruction from Authority, ongoing investigation, ongoing dispute / conflicting claims amongst joint accountholders or authorized signatories or if the Bank has reason to doubt the authenticity of your instruction. The Bank may postpone closure until all transactions have been completed and all funds have been cleared.

12.2. **The Bank may close your account.** The Bank has the discretion to close and cease the provision of any account, product or service for any reason including those mentioned in Clause 5.4, Clause 6.8, Clause 11.3, Clause 13.3 and Clause 15.3 by giving you 14 calendar days' notice to your address or email address maintained in the Bank's records.

12.3. **Reason for closure of account.** In closing or terminating any account, product or service, the Bank may, but is not obliged to, disclose the reason for the closure or 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. **Payment on termination.** The Bank may discharge its entire liability to the Customer by paying the credit balance in the account, after deducting or setting off any amount due and owing to the Bank, by way of cheque, bank draft, or such other payment method as the Bank may reasonably determine or as may be instructed by Customer. If the account was opened through eKYC, the Bank may transfer the credit balance back to the originating bank account used by the Customer to perform the initial credit transfer for verification purposes, and such transfer shall constitute a complete discharge of the Bank's liability.

12.5. **Effect of termination.** Termination of any account, product or service, these General Terms and Conditions or an Additional Documents (as the case may be) will not affect your outstanding rights or actual, future or contingent liabilities. These General Terms and Conditions or the relevant Additional Documents (as the case may be) will apply to these liabilities until all transactions have been closed out, settled or delivery has been effected and all liabilities finally discharged. You agree that you will continue to be responsible for all obligations related to your account even after it is closed. For example, if you owe us any amount under these General Terms and Conditions, you will remain responsible for paying us even after your account is closed.

13. DORMANT ACCOUNTS AND UNCLAIMED MONIES

13.1 **Dormant account.** If your account has no transaction (excluding those initiated by the Bank) for a continuous period of 1 year or such shorter period as determined by the Bank, the Bank may classify your account as a dormant account.

13.2 **Activation of dormant account.** No transaction (excluding those initiated by the Bank) will be allowed in a dormant account unless and until that account has been reactivated by your performing a transaction in person at any branch or you completing such other verification as determined by the Bank.

13.3 **Fee on dormant account.** We may impose a charge or fee on a dormant account until the remaining credit balances are sent to the Registrar of Unclaimed Monies pursuant to the Unclaimed Monies Act 1965. We may also close a dormant account with prior notice to you.

13.4 **Unclaimed monies.** Any credit balance in an 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 account will be closed. The Customer will be required to apply directly to the Registrar of Unclaimed Monies for any return of unclaimed monies.

General Use

14. SET-OFF AND CONSOLIDATION

14.1 **Combination, consolidation and merger of accounts.** Subject to *Shariah* compliance, the Bank may, 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 Customer's accounts (including joint account).

14.2 **Bank may set-off.** We may apply and set-off any sum standing to the credit of any account in or towards the payment, settlement and discharge of any indebtedness or any part or parts thereof whether actual, contingent, present or future, incurred solely or jointly, regardless that the credit balance and the indebtedness may not be expressed in the same currency. Pending set-off, we have the right to withhold and suspend payment of any monies from the credit balance of your account(s). If the indebtedness is expressed in a currency that is different from account currency, we shall carry out the currency conversion at our prevailing rate of exchange. If indebtedness is contingent in nature, the Bank may withhold such amount of credit balances, to the extent necessary to cover such contingent liability.

14.3 **You will bear our costs and expenses.** Subject to any limit imposed by an Authority, 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 General 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.

14.4 **Appropriation of payments.** You agree to waive your right to appropriate payment under section 60 of the Contracts Act 1950.

14.5 **Right not affected by your death.** Subject to applicable law, our right and authorization under this Clause shall not be affected by your death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against the Customer.

15. USE OF ACCOUNT, PRODUCT, AND SERVICE

15.1 **No passbook.** No passbook will be issued in respect of your account.

15.2 **Cheque book.** You may only apply for cheque books in respect of your ringgit current account using the Bank's prescribed form and procedure.

15.3 **Minimum balance amount.** If any minimum balance requirement applies to an account, the minimum balance amount required to be maintained in your account will be disclosed in our website. We may close your account if your account balance is less than the minimum balance amount. The Bank may, from time to time, vary the minimum balance amount.

15.4 **External Account.** If you are a non-resident under the foreign exchange policy (**FEP**), your account will be an external account. You may only operate your external account in accordance with the then applicable FEP: there are limits and purposes on the amounts paid into and withdrawn from your external account. You agree that we may not effect any transfer into or out of your external account if we believe that such transaction does not comply with the FEP or other law, regulation or policy we are subject to.

15.5 **Power of attorney.** If you authorize another person to utilize, operate or access the accounts, products or services through a power of attorney, we may exercise our discretion to permit or not to permit the donee to operate your account. If we permit your donee to operate your account, we may do so on terms and conditions that we see fit including your providing us with satisfactory evidence of the validity of the power of attorney and we will be able to rely on the power of attorney until we are informed and have sufficient opportunity to act on any notification that the power of attorney has been revoked. When we exercise our discretion to act on the power of attorney, you agree that we shall not be held liable for any losses, damages, expenses or costs whatsoever and you shall keep the Bank fully indemnified against any claims for

General Use

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.

15.6 **Instruction**

(a) You authorize us to act upon any instruction which appears on its face to be genuine, given or purportedly given by you, in relation to any account, product or service through any channel, mode, or manner approved by or acceptable to the Bank and in accordance with any conditions prescribed by the Bank from time to time.

(b) You authorize and request us to honor and comply with all cheques, drafts, orders to pay, bills of exchange, promissory notes and other payment instrument issued, signed, accepted, endorsed or otherwise authorized by you or on your behalf.

(c) You authorize us to carry out your latest instructions even though:

(i) they conflict with or are inconsistent with other instructions or mandates previously given by you to the Bank; and/or

(ii) account(s) which are for the time being in credit or overdrawn, may become or remain overdrawn as a result (but we retain the discretion whether to accept your instruction).

In any such case, you shall be liable for any resulting advance or financing facility arising from our effecting your instruction subject to profit at the rate determined by the Bank.

(d) 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 winding-up or the revocation of any such instructions by any means by the Customer, until written notice with documents evidencing such death, bankruptcy, winding-up or such revocation is received by the Bank and the Bank is given sufficient opportunity to act on such notification.

(e) You shall ensure that your instruction is complete, clear, properly authorized and made in accordance with the account mandate given to the Bank.

(f) 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.

(g) We may, but shall not be obliged to, make further enquiries, request additional information, delay processing, or refuse to act on any instruction where we consider it appropriate to do so. In particular, we may refuse to act on your instruction for any circumstances mentioned in Clause 11.3.

(h) Specific terms and conditions apply to your instruction provided to us via internet banking, mobile banking, automated facilities provided by the Bank or ATM/debit card.

(i) 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 believe to be made by you. We may, but are 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

General Use

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, wilful default or fraud.

(j) We may rely on any instruction given by any authorized signatory or person appearing to have authority under the account mandate. We shall be entitled to assume that any instruction given by an authorized signatory or other person authorized to operate the account has been validly given and is for the Customer's benefit, and we shall not be obliged to assess whether the instruction constitutes a misappropriation of funds, breach of duty, fraud against the Customer or misuse of authority by such person, except to the extent required by Applicable Law. The Bank shall not be liable for acting on any such instruction save and except where the losses or damages are caused by the Bank's gross negligence, wilful default or fraud.

15.7 **Trustee.** If you are using the accounts, products, or services made available by us in your capacity as a trustee, you shall operate the accounts, products or services for the benefit of the beneficiary and in accordance with the trust or enabling instrument (if any). The Bank is not and (you shall inform your beneficiary that the Bank is not) obliged to monitor your account activity and to ensure that you comply with your duty owed to the beneficiary. You shall indemnify and hold the Bank harmless 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 your beneficiary or any other person as a result of your breaching your duty to the beneficiary.

16. DEPOSITS AND INWARD REMITTANCES

16.1 Making payments into your account

(a) Deposits or payments may be made into your account at the counter, through electronic means, through cheques or negotiable instrument, or at ATMs. All deposits must be made in the mode, manner, currency and conditions as we may set from time to time.

(b) The Bank may conduct such Financial Crime Compliance Activity it considers necessary or appropriate in relation to any cash deposit or inward remittance. Pending completion of such Financial Crime Compliance Activity, the Bank may delay processing, withhold crediting, place a hold on, freeze, block, reject or return the cash deposit or inward remittance. The Bank shall not be obliged to credit, release or make available any part of such funds until it has completed the Financial Crime Compliance Activity and is satisfied that the relevant deposit or remittance may be accepted in compliance with Applicable Laws and the Bank's internal policies and procedures.

(c) The Bank may require the Customer, the remitting bank, the correspondent bank, the intermediary bank, the sender or any other person to provide information, documents, declarations, explanations or supporting evidence in relation to any cash deposit or inward remittance. The Bank may delay processing, withhold crediting, place a hold on, freeze, block, reject or return the cash deposit or inward remittance pending receipt and verification of such information or documentation.

(d) The Bank shall not be responsible for any act, omission, delay, failure, suspension, error, deduction, or other action of any remitting bank, correspondent bank, intermediary bank, payment system operator, Authority or other third party involved in the transmission, processing or settlement of the inward remittance.

16.2 Cash and cheque deposits

(a) All cheques and other negotiable instruments and cash deposited may not be drawn against until the proceeds have been received by the Bank and deposited into the account. The deposited amount on the video screen of the automated facilities or advice slip will not be treated as received for value until the amount deposited is entered into the Bank's records. You may only use such proceeds after the Bank has received the funds.

(b) All cheques and other negotiable instruments are accepted for collection at the discretion of the Bank. Cheques deposited will be processed in accordance with the

General Use

Bank's cut-off times as specified by the Bank. If you deposit a cheque through a cheque deposit machine, a receipt or advice slip issued by the cheque deposit machine is a mere acknowledgement that we have received the cheque not a confirmation that the cheque has been collected. We assume no responsibility for any delay, non-payment or loss incurred in connection with the cheque.

(c) We have the following rights:

(i) to refuse the collection of cheques and other negotiable instruments(s) which in our opinion are irregular or bear any form of alteration or discrepancy.

(ii) to deduct from your account the full value of any notes deposited which are subsequently verified as fake.

(iii) to deduct from your account the full value of any cheque previously credited to your account if such cheque is dishonored.

(iv) to reverse payment of any moneys which are not intended for the account.

(v) to amend under advice, the pay-in-slip due to errors, wrong addition, missing items or third party account payee cheques collected in error.

(vi) to stop any inward remittance in your favor if the originator's information received by us is incomplete or if the originator does not furnish us with the purpose of the remittance, and we will not be liable to you for the delay or rejection of the inward remittance.

(vii) to only credit the funds into your account upon receipt of the same from the correspondent, clearing or intermediary bank.

(viii) to request relevant information/supporting documents relating to a deposit into your account.

(ix) to reject a deposit into your account, even if you do provide us with information requested.

(d) You agree that the Bank shall not be liable to you for any loss, error, omission or delay by the correspondent, clearing or intermediary bank which may take place in the transfer or transmission of inward remittances into your account unless caused by our gross negligence, wilful default or fraud. 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.

16.3 **Collection of foreign currency cheques**

(a) The following clauses apply in relation to foreign currency cheques in addition to Clause 16.2.

(b) The Bank will be subject to foreign laws when collecting foreign currency cheques on your behalf from an issuing bank outside Malaysia.

(c) The Bank may accept foreign currency cheques for collection subject to policies and procedures of the Bank, the correspondent bank and the issuing bank.

(d) We may refuse to accept any foreign currency cheque for collection without giving any reason and will not be liable for any loss you may suffer from our refusal.

(e) The proceeds (after adjustment for exchange rates, taxes, fees and charges) will only be credited into your account after we receive payment from the correspondent bank and/or issuing bank.

(a) If we accept a foreign currency cheque, the foreign law may allow the paying bank to demand a refund from the Bank within 6 years after the cheque has cleared. You agree that:

(i) you will pay us the amount we are required to refund, and we may debit your account for the refund;

General Use

(ii) we shall not be liable for any loss suffered you thereby; and

(iii) you will fully reimburse the Bank for all fees, costs and expenses incurred in the course of providing the service including arising from the Bank's use of and liaison with intermediaries and third parties as the Customer's agent.

16.4 **Over the counter deposits.** At the counter:

(a) you must show such proof of identity as we require at the counter; we may refuse to provide any service to you if we are not satisfied that you are who you say you are;

(b) every deposit shall be accompanied by a form provided for that purpose;

(c) a receipt issued by us is only valid if it is machine validated or acknowledged by an authorized officer of the Bank. You must check the receipt against your transaction before leaving the premises of the Bank. Any discrepancy must be reported immediately to us, failing which no liability (which is not attributable to our gross negligence, wilful default or fraud) shall be held against us; and

(d) we may charge for over the counter services if you use it above the number given for free.

16.5 **Conversion of currency.** Any amount in foreign currency remitted or deposited into your ringgit account will be converted at the Bank's prevailing spot rate, subject to any applicable laws or regulations.

17. WITHDRAWALS AND OUTWARD REMITTANCES

17.1 **Withdrawals and payment services.** Withdrawals, fund transfers, payments or remittances from your account must be made in such mode, manner, currency and subject to such conditions as we may prescribe from time to time. Withdrawals, fund transfers, payments or remittances from the account may be made at our branch counters, ATMs, electronic banking channel, or any other method made available by us from time to time. Withdrawals, fund transfers, payments or remittances are subject to any transaction limits prescribed by us or set by you for the relevant service.

17.2 **Sufficient balance.** You shall ensure that there are cleared and sufficient funds available in the account to perform any withdrawal, fund transfer, payment or remittance. Where a minimum balance requirement applies to your account, you must maintain the required minimum balance at all times. We may, but are not obliged to, act on any instruction if doing so would cause the account balance to fall below the applicable minimum balance requirement. If the account balance is at or below the minimum balance requirement at the time an instruction is received, we may decline to act on that instruction.

17.3 **You bear charges which will be debited to account.** Fees and charges for services applicable to withdrawals, fund transfers, payments and remittances are set out in the Bank's Fees and Charges available at https://www.alrajhibank.com.my and may be amended from time to time. You authorize us to debit your account with the applicable fees and charges.

17.4 **Counter transactions.** We may perform identity verification before carrying out any withdrawal, fund transfer, payment or remittance request made at a branch counter. We may refuse to provide any service if we are not satisfied as to your identity or authority. Every request for withdrawal, fund transfer, payment or remittance shall be accompanied by such forms, documents and information as we may require. We may impose fees for over-the-counter transactions exceeding any number prescribed by us from time to time.

17.5 **Accuracy and completeness of payment instruction.**

(a) Your payment or remittance instruction must contain such information as we may require from time to time, including details relating to the beneficiary, such as the beneficiary's name, account number, unique identifier, receiving financial institution, amount to be transferred and purpose of payment.

General Use

(b) You acknowledge and agree that we, any receiving bank, intermediary, payment system operator or other relevant party may rely solely on the account number specified in your instruction and are not obliged to verify whether the beneficiary's name or any other identifier corresponds with such account number, except where required by Applicable Laws or the operating rules of the relevant payment system. This includes any situation where there is a discrepancy between the beneficiary name and the account number provided in your instruction.

(c) Before submitting or confirming any instruction, you must verify the authenticity, accuracy and completeness of the instruction. You must immediately notify us upon becoming aware of any discrepancy, error or unauthorized instruction.

(d) Except to the extent caused by our gross negligence, wilful default or fraud, we shall not be liable for any loss arising from inaccurate, incomplete, inconsistent or erroneous information provided by you.

17.6 **Standing Instructions**

(a) If permitted for the account, you may give us in writing or via channels made available by the Bank standing or periodic payment instruction and any changes or amendments to earlier instructions, with such payment details satisfactory to the Bank.

(b) All standing instructions are subject to such limits, conditions, cut-off times, operational procedures and requirements as the Bank may prescribe from time to time.

(c) Subject to our right to appropriate payments in Clause 17.12 below, such instructions or changes to earlier instructions shall take effect after we have sufficient opportunity to act on the same.

(d) If you authorize a third party to effect payment or debit monies from your account through standing instructions, the Bank is entitled to act on the instruction without further reference to you.

(e) No further payment will be made under the standing instructions (which shall be treated as terminated) at any time:

(i) at the Bank’s discretion by written notice to you;

(ii) at your written request to us; or

(iii) upon receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.

(f) A payment under the standing or periodic payment instructions will be made only if there are sufficient funds in the account that following such transfer, the balance in your account will not be less than the minimum balance required to be maintained in the account. The Bank shall not be liable to you for any missed payment due to insufficient funds.

(g) The Bank shall not be obliged to re-process, re-present or retry any standing instruction that cannot be effected on the scheduled payment date.

(h) If the standing or periodic payment instructions are given for a payment limit, we do not have any responsibility to verify the correctness of the amounts charged by the payee, and any dispute over the amount is to be settled by you directly with the payee.

17.7 **Timing of remittance.** All applications for outward remittances (e.g. telegraphic transfers, RENTAS, Interbank GIRO) are subject to the Bank’s daily cut-off times. Applications for same day value are also subject to cut-off times based on the geographical location of the recipient. Applications for outward remittances received after the relevant cut-off time will only be processed on the next banking day. For remittances dependent on other institutions, the Bank will process the application according to the Bank’s daily cut-off times and forward the same to the other institution for their processing and the Bank shall not be liable to the Customer for any delay and/or error in processing on the part of the other institution.

17.8 **Telegraphic transfers.** You agree that:

General Use

(a) a telegraphic transfer or demand draft will be effected by the Bank in the same currency in which you pay the Bank, unless you specifically instruct us in writing differently;

(b) unless the rate of exchange is confirmed with the Bank's dealer for the transaction, if we are unable to give a firm quotation for the rate of exchange, we shall carry out the remittance based on a provisional rate and when the actual rate is known, any difference between the provisional rate and the actual rate shall be debited or credited to your account;

(c) the Bank reserves the right to draw the telegraphic transfer or the demand draft on a different bank branch or location from that specified by you if the Bank's operational circumstances require it;

(d) you must ensure that the recipient bank and beneficiary details are accurate and complete in the application form. The requested payment or remittance less any applicable charges, shall be credited to the beneficiary's account based solely on the account number given by you; and

(e) the payment of the telegraphic transfer or encashment of the demand draft is subject to Applicable Laws governing the geographical location of the recipient.

17.9 **Clearing system and payment intermediary**

(a) You authorize us to utilize any payment, clearing, settlement or funds transfer system, or to appoint any correspondent bank, agent, sub-agent, intermediary or any other financial institution (each an **Intermediary**) to process any payment or remittance instruction.

(b) Where an Intermediary is involved, you agree that:

(i) the processing of your instruction shall be subject to the rules, procedures, standards, operating requirements, terms and conditions and Applicable Laws applicable to the relevant Intermediary;

(ii) neither the Bank nor the relevant Intermediary shall be liable for any delay, interruption, misinterpretation, transmission error or communication failure not caused by that party's fraud, wilful misconduct or gross negligence; and

(iii) except to the extent caused by the Bank's gross negligence, wilful default or fraud, the Bank shall not be liable for any act, omission, failure, default or delay of any Intermediary or participant in a payment system over which the Bank has no control.

17.10 **Carrying out payment or remittance instructions**

(a) Although you may instruct us specifically on a method of payment, you agree that we may carry out your payment or remittance instructions by any method we see fit: this may be because of operational aspects, charges or timing.

(b) After you have given a payment or remittance instruction to us, you may request for its cancellation in writing but we have the discretion whether or not to cancel it. If we allow the cancellation, you must pay us all charges and any foreign exchange losses arising from the cancellation for which you authorize us to debit your account. We will not be able to cancel or reverse any transaction once it is carried out.

(c) We may at any time refuse, delay, suspend, block, reject or withhold any payment, transfer or remittance instruction in any circumstances described in Clause 11.3.

(d) You shall immediately notify the Bank of any non-receipt of payment or remittance by the receiving bank or beneficiary. Upon receipt of such notification, the Bank may, but shall not be obliged to, take such action as the Bank considers appropriate.

17.11 **Limitation of liability.** Except to the extent caused by the Bank's gross negligence, wilful default or fraud, the Bank shall not be liable for any loss, damage, cost or expense arising from:

General Use

(a) any failure, delay, rejection, suspension, interruption or inability of a receiving bank, intermediary, payment system operator or other third party to process or complete a withdrawal, transfer, payment or remittance;

(b) any inaccurate, incomplete, inconsistent or erroneous information supplied by you, including beneficiary details, account numbers, payment identifiers or remittance information;

(c) any transmission delay, interruption, error, omission, corruption, misinterpretation or communication failure occurring during the transmission of a payment instruction; or

(d) any cancellation, reversal, recall or amendment requested by you.

17.12 **Appropriation of funds in your account.** You agree that the Bank has discretion to determine the order of priority of payments from the funds in your account, of any instrument drawn on your account or any standing or third party payment instructions from you.

17.13 **Mistaken outwards remittance**

(a) If you become aware that any outward remittance, fund transfer, payment instruction or transaction was made in error, to the wrong recipient, for the wrong amount or otherwise incorrectly, you must notify the Bank immediately and provide such information and supporting documents as the Bank may require.

(b) Upon receipt of such notification, the Bank may, but is not obliged to, take such action as the Bank considers appropriate to recover, recall, cancel, reverse, investigate or trace the relevant funds.

(c) You authorize the Bank to disclose such information relating to the relevant transaction as may reasonably be required by any receiving bank, intermediary, beneficiary bank, payment system operator, regulator or other relevant party for the purposes of tracing, investigating, recovering, recalling, cancelling or reversing the transaction.

(d) You acknowledge that the Bank may be unable to stop, recall, reverse or cancel a transaction once it has been processed, transmitted to another financial institution, submitted to a payment system or credited to the beneficiary's account.

(e) Any recovery, recall, reversal or cancellation may be subject to the relevant laws, regulations, consent or cooperation of third parties, as well as the requirements, rules, or procedures of a payment system operator.

(f) You authorize the Bank to debit your account for any fees, charges, costs, expenses or disbursements incurred in connection with any (including attempt) recovery, recall, cancellation, reversal or tracing exercise.

(g) The Bank shall not be liable for any loss, damage, cost, or expense arising from or in connection with the Customer's erroneous instruction or from any failure, inability or delay in recovering, recalling, cancelling, reversing or tracing the funds, unless caused by the Bank's fraud, wilful misconduct or gross negligence.

17.14 **Cashier's Orders**

(a) We may issue you a guaranteed payment instrument at your request in the form of a cashier's order or a banker's cheque from time to time. You agree that we reserve the right to approve or reject any request for such payment instrument without providing you with a reason.

(b) If the Bank approves your request, we will immediately debit your account for the face value of such payment instrument plus any applicable fees, charges, costs, expenses or disbursements upon processing.

(c) You agree that such payment instrument will only be valid for clearing only within Malaysia. You agree that the validity period of such payment instrument upon its issuance will be determined by the Bank from time to time.

(d) If such payment instrument has not been presented for clearing within its validity period as determined by the Bank or has been presented for clearing after its validity period

General Use

as determined by the Bank, you agree that the Bank has no obligation to honor any instructions for payment arising from such payment instrument and is not liable for any loss, damage, cost, or expense arising from or in connection with the payment instruction.

(e) If such payment instrument has not been presented for clearing within its validity period, you must request for a cancellation in order for us to facilitate a refund to your account. The original, intact physical payment instrument must be surrendered to us for a cancellation and refund to be processed. The refund proceeds shall only be credited back into your account; you agree that the Bank will not be obligated to refund such payments in cash.

(f) If the payment instrument issued by the Bank has been lost, stolen or misplaced, you agree to notify us as soon as possible. You agree to provide the Bank with a letter of indemnity to keep the Bank harmless against any loss or liability for any future claims in a manner and form acceptable to the Bank before you can request us to issue a replacement or make any refunds of such lost, stolen or misplaced payment instrument.

17.15 **FEP Notices.** The Customer represents to Bank that the payment or remittance instruction is in compliance with the applicable FEP Notices issued by the Bank Negara Malaysia (as amended or supplemented at the applicable time) or otherwise in full compliance with the requirements of the Bank Negara Malaysia and Section 225 and Section 272 of the Islamic Financial Services Act 2013, and that where express approval is required, the Customer will deliver to the Bank a certified true copy of such approval and shall ensure that all conditions thereto are satisfied to maintain the approval. The Bank shall have the right to take such measure(s) which the Bank sees fit to ensure compliance with the FEP Notices if the satisfactory evidence of the Customer's compliance is not furnished when requested.

18. ATM AND SELF-SERVICE FACILITIES

18.1 **ATM card.** You can request an ATM card to carry out transaction or to access services made available through an ATM. The ATM card is also a debit card which you can use to make payment for goods and services. You must agree to the Specific Terms and Conditions for ATM and debit card if you want to use an ATM/debit card.

18.2 **Self-service facilities.** You may use the ATM, automated facilities or self-service facilities provided by the Bank to access services made available by the Bank such as ATM services, cash deposits or cheque deposit services. You must follow the prescribed procedures strictly when using the automated facilities provided by the Bank. Some of those are:

(a) You must ensure that an uncrossed cheque should be crossed by drawing 2 parallel diagonal lines across the top left hand corner of the cheque before you deposit it to prevent fraudulent endorsement or changes to be made to the cheque.

(b) You must complete the name, contact number and account number of the payee on the back of each cheque before depositing them.

(c) You must check all debit or credit transactions after using the automated facilities. If any error or malfunction occurs, you must immediately contact the Bank.

(d) You must exercise due care and diligence in using the ATM, automated facilities or self-service facilities provided by the Bank.

(e) If you suffer from print disability or is visually impaired, please do proceed to our branch to carry out transaction over the counter.

18.3 **Failure beyond Bank's control.** 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.

19. REVERSALS AND BANK'S RIGHT TO DEBIT

General Use

19.1 You agree that we may debit your account(s) without notice to recover, reverse, adjust, correct, withhold or otherwise deal with any amount previously credited to your account in any of the following circumstances:

(a) erroneous transaction arising from the sender's error;

(b) erroneous transaction by the sender's bank or correspondent bank due to technical or operational errors that are no fault of the sender;

(c) erroneous transaction by the payment system operator which may be due to technical or operational error;

(d) unauthorized, unlawful or fraudulent transaction that were not initiated by the sender;

(e) transaction effected as a result of a forged, altered, incomplete or invalid instrument;

(f) transaction arising from or in connection with unlawful or fraudulent activities;

(g) transaction which has been induced by dishonest, fraudulent, misleading or unlawful means for the benefit of a party other than the party intended by the sender;

(h) when the Bank considers it appropriate to reverse a transaction to comply with any applicable rules, procedures, operating requirements, guidelines, standards or directions of PayNet or any payment, clearing, settlement or fund transfer system;

(i) any mistaken, erroneous, duplicate, unauthorized or unintended credit made by the Bank;

(j) 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;

(k) where any amount previously credited to the Customer's account is subsequently found not to have been received by the Bank as cleared and unconditional funds;

(l) to reverse any payments received through electronic means from a resident or external account for credit to your external account with us, if the originator does not furnish us with the purpose of the payments, or if the amount is more than RM10,000 per day and/or if it is from a non-permitted source under the FEP; or

(m) where the Bank reasonably determines that the Customer is not entitled to retain the relevant funds or that retention of the funds would result in unjust enrichment.

If there are insufficient funds in the account(s) to pay all such sums, the Bank may debit any other account of the Customer maintained with the Bank or recover from the Customer any remaining shortfall. The amount of shortfall shall constitute a debt immediately due and payable by the Customer upon demand.

19.2 We may also debit your account without notice for the following reasons:

(a) in accordance with your instruction (including standing instruction and direct debit mandate);

(b) payment of fees and charges;

(c) payment of late payment compensation;

(d) payment of taxes, stamp duty, levies and government charges;

(e) if required by Applicable Laws;

(f) compliance with court orders or request from Authority;

(g) the Bank undertaking Financial Crime Compliance Activity;

(h) by way of a mistake or error, an amount which was supposed to be but was not debited from the Customer's account earlier;

(i) loss and/or damage howsoever suffered or incurred by the Bank in carrying out any requests and instructions of the Customer;

General Use

(j) amounts owing to the Bank arising from any indemnities given by the Customer in favor of the Bank; and

(k) legal fees and expense incurred by the Bank in relation to any legal proceeding in respect of your account whether or not the Bank is a named as a party.

19.3 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 bank statement, transaction history or any other communication channel made available by the Bank.

19.4 The Bank shall not be liable for any losses, damages, expenses, costs or inconvenience suffered by the Customer arising from or in connection with any reversal, recovery, debit, adjustment, correction, return, freeze, hold, block or other action taken by the Bank in good faith pursuant to this Clause, save and except where the losses or damages are caused by the Bank's gross negligence, wilful default or fraud.

20. CHEQUES (FOR RINGGIT CURRENT ACCOUNT ONLY)

20.1 **Application for cheque book.** You may apply for a cheque book at any time in a manner that the Bank allows. Cheques may not be drawn on the Bank except on the forms supplied and registered for such purpose. The stamp duty charge for each cheque book is set out in the Bank's Fees and Charges at https://www.alrajhibank.com.my and will be debited to your account.

20.2 **Authority to honor cheque drawn**. You authorize the Bank to honor and comply with all cheques drawn by you whether your account is in credit or debit balance or may become overdrawn as a result.

20.3 **Inspect your cheque book.** You must, upon receipt of a cheque book:

(a) check that the number of cheque books is correct.

(b) count that it has the correct number of cheque leaves.

(c) check that the account details are printed correctly.

(d) read and follow the instructions printed on the inside front cover of the cheque book.

(e) notify us of any discrepancy or error in the cheque book.

We will not be liable to you for any loss if you do not all of the above.

20.4 **Keep the cheque book secure.** You must prevent access to your cheque book, signed and unsigned cheques by keeping them secure. You will have to bear all loss arising from any use of your cheque book or cheques without your authority.

20.5 **Conditions for your issue of cheques.** You should:

(a) only issue a cheque when you have cleared and sufficient funds in your account to clear that cheque. You will be charged for returned cheques due to insufficient funds as stated in the Bank's Fees and Charges at https://www.alrajhibank.com.my which will be debited to your account.

(b) only issue a cheque in ringgit using the cheque book provided by the Bank.

(c) observe the instruction printed on the inside front cover of the cheque book.

(d) not make any alteration on a cheque. We have the right to dishonor and return your cheque if changed even if countersigned by the authorized signatories.

(e) not write anything on a cheque, other than the date, payee, amount and affix signature(s) of the authorized signatories. We may ignore any notation without any liability to you.

General Use

(f) exercise care and not to write cheques in a manner which may facilitate fraud. At the minimum, you must:

(i) write and sign in non-erasable ink. Do not use erasable ballpoint pens, pencils, electronic typewriter or other instruments.

(ii) not leave signed or unsigned cheques unattended.

(iii) not pre-sign blank cheques.

(iv) destroy spoilt cheques.

(g) inform us immediately if your cheque book or cheque is stolen or lost.

(h) match the cheques drawn from your account with the bank statement provided by the Bank and inform the Bank promptly of any irregularities.

(i) not to issue any post-dated cheques.

20.6 **Bank's right to reject your cheque.** The Bank will reject or dishonor your cheque if it is mutilated, defaced, illegible, has been altered, has technical errors, post-dated cheque, contains inconsistent word and figures, bearing incomplete signatures, bearing signatures which is different from the specimen supplied to the Bank, or if you have insufficient funds in your account to clear it (bad cheque). We may impose a handling fees if we have to reject or dishonor your cheque.

20.7 **You will bear loss if you did not try to prevent fraud.** Where you suffer loss from unauthorized use of your cheque book or cheques, we will not be liable if you did not observe the above and other reasonable preventive measures. If you deliver a cheque which is pre-signed or is blank and it is presented by the payee to the Bank for payment, the payee is considered to have been authorized by you to complete the cheque on your behalf.

20.8 **Stopping payment on a cheque.** We cannot stop payment on your cheque once it has been presented for payment. Your instruction to stop payment of cheque must be in writing, in form and content acceptable to the Bank and will be effective only upon receipt and acknowledged by the Bank before the cheque is presented for payment. The Bank shall not be liable for any cheques honored before the receipt of any stop payment instruction from the Customer. The Bank shall not be liable if there is not enough time to act on the stop payment instruction. We may impose a service fee for giving effect to any stop payment instruction.

20.9 **All cheques remain the property of the Bank.** Upon closure of your account whether by you or by the Bank, you must return all unused cheque to the Bank.

21. STATEMENT OF ACCOUNTS

21.1 **Periodic statements**

(a) Where an account, product or service is accompanied by a statement of account, the Bank shall make available to the Customer a statement of account monthly or at such other intervals as the Bank may determine from time to time.

(b) Unless otherwise specified by the Bank, statements shall be provided electronically through the Bank's electronic banking channels and/or transmitted to the Customer in electronic form using the contact details maintained in the Bank's records.

(c) The Customer agrees that any e-statement made available through the Bank's electronic banking channels and/or transmitted to the Customer in electronic form shall be deemed delivered to and received by the Customer on the date it is made available, whether or not the Customer accesses, reviews or downloads the e-statement.

(d) The Bank may, but shall not be obliged to, generate or make available a statement where there has been no transaction during the relevant statement period, or where the account is dormant, inactive, suspended, restricted or closed.

General Use

(e) The Customer may request for statements to be printed at the branches or mailed to the Customer, subject to the payment of the applicable fees and charges. The Bank is authorised to debit any account of the Customer for such fees and charges.

(f) Where statements are sent by post, courier or other delivery services at the Customer's request, the Customer acknowledges and accepts all risks associated with such delivery, including delay, non-delivery, mis-delivery, interception, loss or disclosure to any third party. The Bank shall be deemed to have duly delivered the statement once it has been dispatched to the Customer's address maintained in the Bank's records.

(g) It is the Customer's responsibility to ensure that the Customer's mailing address and email address maintained with the Bank are accurate, complete and up-to-date at all times.

21.2 **You must notify us if you do not agree with anything in a statement.** 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.

21.3 **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 statement which you do not agree with within thirty (30) calendar days from the date of receipt of the statement sent to the Customer's last address or made available electronically, the Bank's accounts or records shall be conclusive evidence of the transaction entries and balances in respect of the accounts, products or services and you are regarded to have accepted all matters contained in the statement 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.

22. COMPENSATION (TA'WIDH) FOR LATE OR DEFAULT IN PAYMENT

You must pay compensation if you do not pay on time. You acknowledge that we may be compensated for any late payment or default in payment calculated as follows:

(a) at the rate of one per centum (1%) per annum or actual cost calculated by the Bank (whichever is lower) on the overdue instalments or outstanding balance (whichever is applicable) from the due date until date of full payment or until expiry of the financing tenure or until judgment date (whichever is earlier); and

(b) at such rate per annum as determined by the Bank from time to time provided that such rate shall not at any time exceed actual cost calculated by the Bank or the prevailing Islamic Interbank Money Market (IIMM) rate ("**IIMM-rate**", namely the daily weighted average overnight rate for Mudharabah interbank investment quoted in Malaysia's Islamic interbank money market) (whichever is lower) on the outstanding balance after expiry of the tenure or after judgment date (whichever is earlier) until date of full payment; or

(c) by any other method approved by the SAC of Bank Negara Malaysia.

Such compensation charges shall not be compounded. The right to such late payment compensation shall not prejudice any of the Bank's other rights.

23. FEES & CHARGES

23.1 **Disclosure of fees and charges.** The Customer acknowledges that the applicable fees and charges are found on the Bank's website at https://www.alrajhibank.com.my/ and forms part of these General Terms and Conditions. The Bank reserves the right to impose and/or revise from time to time such fees and charges referred to in this Clause as the Bank in its discretion sees fit in accordance with Clause 1.3.

23.2 **Debit.** You authorize us to debit any account of yours with the applicable fees and charges.

General Use

24. JOINT ACCOUNT

24.1 Operation of Joint Account

(a) The Bank may accept application for a joint account to be opened by two or more individual customers but not exceeding such number as may be specified by the Bank. A joint account is to be operated in accordance with the mandate given by the joint accountholders which shall bind all joint accountholders. A change to the mandate requires the signature of all joint accountholders except in the incapacity or death of one, in which case evidence acceptable to the Bank must be provided. Where the Bank is instructed and authorized to act on instructions by any one of the accountholders, the joint account(s) may be operated and/or closed by any one of the accountholders. Where the Bank is instructed and authorized to act on instructions by both or all the accountholders, the account(s) may be operated and/or closed only by both or all of the accountholders, as the case may be.

(b) In the absence of any specific mandate to the contrary, all joint accounts subsequently opened by the same joint accountholders shall be operated and dealt with in accordance with the mandate given when the first joint account was opened.

(c) Paragraph (a) above does not restrict the Bank from seeking written confirmation from all of the accountholders before carrying out any instruction given by any one or more of the joint accountholder in relation to the operation of the joint account(s), without being liable to any accountholder for doing so.

(d) If a joint accountholder dies, the surviving joint accountholder will have full authority to operate the joint account and the Bank shall hold any balance remaining in the credit of the joint account to the sole order of the surviving joint accountholder. We will incur no liability in relying on the instruction of the surviving joint accountholder. Payment to the surviving joint accountholders is a complete discharge to the Bank.

(e) In the event of the bankruptcy or insanity of any of the joint accountholder, the Bank may hold any balance remaining in the credit of the joint account(s) to the sole order of the non-bankrupt or the non-insane joint accountholder, as the case maybe, subject to any applicable law. We will incur no liability in relying on the instruction of the non-bankrupt or non-insane joint accountholder. Payment to the non-bankrupt or non-insane joint accountholder is a complete discharge to the Bank.

(f) We may suspend the operation of a joint account:

(i) if there is any dispute between the joint accountholders and the dispute has not been resolved to our satisfaction;

(ii) if any joint accountholder attempts to revoke the account mandate or notifies us of his intention to revoke the account mandate;

(iii) if any joint accountholder attempts to close or freeze the account or notifies us of his intention to close or freeze the account;

(iv) if any joint accountholder has been declared bankrupt or a petition of bankruptcy has been presented to against a joint accountholder; or

(v) any other situation deemed necessary as provided under legal or regulatory requirements.

(g) Any amount payable, cheques or any other monetary instrument payable to one of the joint accountholders can be deposited into the joint account. The Bank shall not be held liable for any damage or loss arising from payment of such proceeds of cheques or monetary instrument into the joint account. Such payments shall be binding on all joint accountholders, jointly and severally, whether or not such payments were made with the knowledge, acquiescence or authority of any other joint accountholder.

(h) We may set-off the credit balance in the joint account against the debit balance in another account which may be held by one or more of the joint accountholders.

General Use

(i) The Bank has the right to deal with each joint accountholder separately on any matter including discharging any liabilities to any extent without affecting the liabilities of the other joint accountholder.

24.2 **Notice to one is notice to all joint accountholders.** The liabilities and obligations of joint accountholders are joint and several and any notice given to one joint accountholder will be deemed to be given to all joint accountholders.

24.3 **Indemnity to the Bank.** The joint accountholders shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, demands, proceedings, costs, expenses and other liabilities whatsoever incurred arising from any instruction issued by any of the joint accountholder.

25. COMPANY / PARTNERSHIP / CLUB / SOCIETY / ASSOCIATION / CHARITABLE TRUST

25.1 **Organization as Customer.** If you are organized as a company, partnership, club, society, association, charitable trust, government bodies or any other legal entities, we will require a list of authorized signatories and their specimen signatures who can give instructions on your behalf. You shall provide such document and information that we will need in respect of your authorized signatories and satisfactory document or resolution evidencing the grant of authority to the authorized signatories. We are authorized to act on instruction given by your authorized signatories in respect of your accounts, products or services unless and until we have received written notice from you of any change of authorized signatory and have had sufficient opportunity to act on the same. Where you have appointed more than one authorized signatory, the Bank shall be entitled to act on instruction given by any

25.2 one or more of the authorized signatories.

25.3 **Account mandate.** An account mandate given to the Bank shall be clear, in writing and in terms acceptable to the Bank. You shall notify any changes in the account mandate in writing to the Bank. An account mandate shall continue to be in force until it is revoked or amended in writing by the Customer. The Bank shall be entitled to act in accordance with the mandate unless and until we have received written notice from you of any revocation or change to the account mandate and have had sufficient opportunity to act on the same. In the absence of any specific mandate to the contrary, all accounts subsequently opened by the same Customer shall be operated and dealt with in accordance with the mandate given when the first account was opened.

25.4 **Unincorporated person.** Where the Customer is organized as an unincorporated body of persons or acting pursuant to an arrangement without separate legal capacity such as partnership, club, society, association or charitable trust:

(a) the liability of all individual constituting or holding key position in the unincorporated entity such as partners, public officers, office-bearers, governing committee and trustee shall be joint and several (**Customer Parties**);

(b) the mandate given shall remain in force until revoked in writing even if there is any change in the name or in the constitution of the unincorporated person by death, bankruptcy, retirement, resignation, admission of new individual or any change in membership and these General Terms and Conditions shall continue to remain valid and binding; and

(c) any demand, notice or communication given by the Bank to one or more Customer Parties will be deemed to be a demand, notice or communication received by all Customer Parties.

25.5 **Legislation.** Where the Customer is an entity established under a specific legislation, the Customer shall ensure that the account mandate is in compliance with the specific legislation applicable to the Customer.

General Use

26. MINOR / IN-TRUST ACCOUNT (FOR MINOR)

26.1 **Legal guardian, parent or trustee.** The legal guardian, parent or trustee of a minor may open a Minor / In-Trust account on trust for the benefit of a named child below the age of eighteen (18).

26.2 **Operation of Minor / In-Trust account.** The Minor / In-Trust account will be opened, maintained and operated by the legal guardian, parent or trustee. At all times, the Bank will regard the legal guardian, parent or trustee as the Customer, not the child. The Bank may allow an ATM/debit card to be issued to the child. The Customer shall be fully accountable to the Bank for the usage of the ATM/debit card by the child. This is not a joint account between the Customer and the child.

26.3 **Mandate refresh.** You should give us a fresh instruction and mandate upon the child's attaining the age of eighteen (18) years. In the absence of any such instruction, we may, but is not obliged to continue to allow you to operate the Minor / In-Trust account based on the existing mandate. We may in our discretion close or convert the account to the name of the child upon the child's attaining the age of eighteen (18) years.

26.4 **Jointly and severally liable.** The Customer (if more than 1 person) will be jointly and severally liable to the Bank for the performance of its obligation under these General Terms and Conditions and a Specific Terms and Conditions.

26.5 **No duty to monitor.** The Customer agrees that the Bank has no duty to monitor the Minor / In-Trust account or that the operation of the Minor / In-Trust account is in compliance with the duty of the Customer as trustee. The Customer will fully indemnify the Bank for any loss, damage or liability arising from any claim against the Bank or in connection with the operation of the Minor / In-Trust account except for the Bank's own gross negligence, wilful default or fraud.

26.6 **Death or resignation.** The Customer agrees to immediately notify the Bank of the death, resignation and/or appointment of any trustee or the death of the minor. Following:

(a) the minor's death, we will pay the funds in the Minor / In-Trust account to or to the order of the Customer.

(b) the Customer's death or resignation, the Minor / In-Trust account shall be frozen and matters pertaining to the Minor / In-Trust account shall be referred to the new legal guardian or trustee of the minor.

27. CURRENCY CONVERSION

We may, for any purpose under these General Terms and Conditions and Specific Terms and Conditions, effect necessary currency conversions based on our prevailing spot rate, subject to any applicable law or regulation.

28. NOTICES AND COMMUNICATION

28.1 **Modes of communication.** We may send you notices or correspondences 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.

General Use

28.2 **Time of delivery.** The Customer 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, three (3) calendar days 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.** All communication including the service of any legal process sent by post to or left at the Customer's last address in the Bank's record shall be deemed to have been duly delivered to and received by the Customer.

28.4 **Your notice is irrevocable once received.** Any notice from the Customer to the Bank in connection with an account, product or service, shall be in writing, signed or certified by the Customer, delivered to the Bank's address where the account is maintained and is effective and irrevocable once it is actually received by the Bank.

28.5 **Recording.** We may record the content of any telephone conversation with you for security, quality of service and training purposes. You agree and consent to us recording the conversation and to use the recording as evidence of instructions and other verbal communications in any proceeding, complaint or dispute brought in connection with these General Terms and Conditions.

28.6 **Risk of electronic medium.** We are authorized to communicate with you through electronic communication channel. Any communication between us and you by email or any other unauthenticated or non-secured electronic means is done at your risk.

29. INDEMNITIES

Indemnity for loss. You (and your personal representatives) will fully indemnify us, our agents and delegates, our affiliates, our affiliates' agents and delegates and any of our or their employees, officers or directors (each an **Indemnified Person**) against all claims, reasonable costs and expenses (including legal fees), damages, liabilities and losses which any Indemnified Person may suffer or incur directly or indirectly as a result of, or in connection with, or arising out of any account, product, service or transaction effected or purportedly effected on your instructions, or in the performance of the discretion, powers or duties of any such Indemnified Person in connection with the applicable Specific Terms and Conditions or these General Terms and Conditions, or in connection with any claim, action, proceeding or investigation arising out of or in connection with the applicable Specific Terms and Conditions or these General Terms and Conditions (including all costs of enforcement) except for any wilful default, fraud, negligence on the part of that Indemnified Person. Such indemnity shall continue notwithstanding the termination of account, product or service and the termination the applicable Specific Terms and Conditions or these General Terms and Conditions.

30. LIMITATION OF LIABILITY

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

30.2 **Limitation of our liability**

(a) Except where otherwise required by law or regulation, where any loss or damage suffered by the Customer is solely attributed to the recklessness, wilful 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,

General Use

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 General 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 these General Terms and Conditions or the applicable Specific Terms and Conditions, your breaches of applicable law or any forgery or fraudulent activity carried out by your directors, senior management, employees, shareholder, partners, office-bearers, trustee, authorized signatories, agents and any other person acting your behalf.

(f) 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 Customer unless the Bank has expressly assumed such obligation by way of contract.

(g) 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 the termination of any account, product or services.

30.3 **This Clause survives termination.** Each of the provision in this Clause is to be construed as a separate limitation surviving the termination of the account, product or service.

30.4 **Incentives and benefits.** Any arrangement between the Bank with its business partners to provide incentives and benefits to you is subject to the Bank's terms and conditions. The Bank and its business partners shall not be liable for any claims arising from harm or dissatisfaction from their use or misuse.

30.5 **No advisory or fiduciary duty.** The Customer acknowledges and agrees that, unless expressly stated otherwise in writing, the Bank acts solely as a provider of banking services. The Bank does not undertake and shall not be regarded as assuming any advisory, fiduciary, supervisory, monitoring, investigative, protective or guardianship duty in relation to the Customer, the Customer's funds, transactions or authorized signatories.

31. JURISDICTION

Our accounts, products and services are not designed for distribution or access by any person in any foreign jurisdiction where such distribution or access are restricted or prohibited by law. We do not represent that our accounts, products and services comply with the laws of any foreign jurisdiction. We do not offer or issue any invitation to acquire from us, any account, product or services, to any person located in any jurisdiction where it would be illegal to do so. It is your responsibility, not ours, to keep yourself informed of and to ensure that you comply with the Applicable Laws of any relevant jurisdiction relating to your opening and usage any accounts, products and services provided by us especially those laws and regulations in your home jurisdiction which may have extra-territorial effect. We do not provide any legal and/or tax

General Use

advice. If in doubt, please check with your professional adviser or local regulatory authority for further information.

32. REGULATORY COMPLIANCE AND NO ASSUMPTION OF DUTY

The Customer acknowledges that any action taken by the Bank in connection with its legal, regulatory, prudential, financial crime compliance, fraud prevention, sanctions compliance or payment system obligations is undertaken for the purpose of complying with such obligations and shall not be construed as giving rise to any separate duty of care, fiduciary duty or other duty owed by the Bank to the Customer. The Customer further acknowledges and agrees that, except to the extent expressly provided by Applicable Law, such laws, regulations, and regulatory requirements are imposed for regulatory, supervisory, prudential, financial crime prevention, payment system, market conduct or public interest purposes and are not intended to confer upon the Customer any separate or independent private right of action against the Bank.

33. CUSTOMER COMPLAINTS AND PROCEDURES

33.1 If you have any complaint about us, you may call us or write to us at:

Head of Customer Resolution Unit
Level 8, Integra Tower, The Intermark
348 Jalan Tun Razak
50400 Kuala Lumpur
Tel: +603 2332 6000
Email a complaint form available at our website (https://www.alrajhibank.com.my/) to customer.resolution@alrajhibank.com.my

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

33.3 If you are not satisfied with the findings of our investigation, you may refer the complaint to the Financial Markets Ombudsman Service (FMOS) or Bank Negara Malaysia via eLINK (Web Form) at https://bnmlink.bnm.gov.my or contact BNMLINK at 1-300-88-5465 from Monday to Friday (9.00 a.m. to 5.00 p.m.) (as applicable).

34. CREDIT CHECKS

The Customer consents to:

(a) the Bank carrying out credit checks and obtaining credit reports and information from time to time on the Customer, the Customer's business and/or company and also on any guarantor and security provider, any shareholder (whether direct or indirect, legal or beneficial), director and officer of the Customer's company, a guarantor and/or a security provider, any partner or member of a partnership, any office-bearer, any signatory and any other person and/or entity having a relationship to the Customer that is relevant to the Customer's relationship with the Bank or any other member of Al Rajhi Bank Group (as applicable) (collectively, "**Data Subjects**") from any credit reporting agencies registered under the Credit Reporting Agencies Act 2010; and

(b) such credit reporting agencies sourcing and retaining information on the Customer's business and/or company and all Data Subjects from any available data source and disclosing to the Bank any such information as may be requested by the Bank.

The Customer warrants that it has been irrevocably authorized by the Data Subjects to give the consent on their behalf.

General Use

35. RELIANCE ON FRAUD INTELLIGENCE

The Bank may act upon any report, alert, classification, risk indicator, fraud intelligence, match, or notice received from any Authority, financial institution, payment system operator, shared fraud response infrastructure, fraud intelligence platform or fraud analytics tools which the Bank reasonably believes to be reliable. The Bank shall not be liable for any loss arising from any action taken in good faith in reliance on such information notwithstanding that such information is subsequently amended, withdrawn, corrected or found to be inaccurate.

36. PROVISIONAL CREDIT

If the Bank is required by Applicable Laws to make a provisional credit to the Customer pending the conclusion of any investigation or resolution of a customer dispute, the Bank will make such provisional credit on the basis that the Customer is to refund the provisional credit in full in the event that the Customer is found to be fully liable for the dispute (or refund the provisional credit in part if the Customer is partially liable for the dispute). The Bank shall be entitled to debit any account of the Customer maintained with the Bank to effect the refund. If there is insufficient fund in the account of the Customer, the Bank may, after giving the Customer a reasonable period to settle the shortfall, initiate a debt recovery process to recover the shortfall.

37. CUSTOMER CONTACT CENTER

(a) The Bank may make available certain services through the customer contact center, or any other voice-based communication channel subject to such authentication and security procedures as the Bank may prescribe from time to time.

(b) The Customer may provide instructions, requests, confirmations, enquiries and obtain information relating to any account, product or service through these services.

(c) The Bank shall be entitled to rely and act on any such instruction received from the Customer which the Bank reasonably believes to have been given, authorised or confirmed by the Customer.

(d) The Bank shall not be liable for any loss, damage, cost or expense arising from the Bank acting or declining to act on any instruction received through the customer contact center, provided that the Bank has acted in good faith and in accordance with its authentication and security procedures.

(e) The Customer acknowledges and agrees that telephone communications may be susceptible to interruption, distortion, delay, impersonation, fraud, unauthorized interception or equipment failure. The Customer shall bear all risks arising from the use of such services except to the extent caused by the Bank's gross negligence, wilful misconduct or fraud.

(f) The Bank may record, retain, monitor and use any telephone conversation between the Customer and the Bank for security, authentication, quality assurance, training, dispute resolution, compliance, fraud prevention and evidential purposes. The Customer consents to such recording, retention, monitoring and use.

(g) Any recording made by the Bank shall remain the property of the Bank. Subject to Applicable Laws, the Bank shall not be obliged to provide the Customer with a copy of any recording.

(h) In the absence of manifest error, the recording and any transcript, record, log, note or reproduction thereof maintained by the Bank shall be admissible in evidence and shall

General Use

constitute conclusive evidence of the contents of the communication and any instruction, request, confirmation, consent or authorization given by the Customer.

38. RIGHTS CUMULATIVE, WAIVER

38.1 The rights of the Bank under these General Terms and Conditions and Additional Documents are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law.

38.2 No act, omission, failure or delay by the Bank in exercising any power, right or remedy under these General Terms and Conditions shall be taken as a waiver by the Bank unless the waiver is confirmed by the Bank in writing.

38.3 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.

39. PAYMENT IN GROSS

Unless otherwise agreed, all sums payable by you under these General Terms and Conditions 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, you shall pay any additional amounts as shall result in the net amounts receivable by us (after taking account of that withholding or deduction) being equal to an amount as would have been received by us had those taxes not been required to be withheld or deducted.

40. CONCLUSIVE EVIDENCE

A statement or certificate signed by an officer of the Bank as to any amount(s) payable hereunder 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.

41. NO ASSIGNMENT

You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under these General Terms and Conditions (including the account) and the applicable Specific Terms and Conditions without our prior written consent. We reserve the right to transfer, assign or novate these General Terms and Conditions (including the account) and the applicable Specific Terms and Conditions or any right or obligation under these General Terms and Conditions and the applicable Specific Terms and Conditions at any time without your consent. This does not affect your rights to close your account under Clause 12 above.

42. SEVERABILITY

If any provision of these General Terms and Conditions or a Specific 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.

General Use

43. JOINT AND SEVERAL LIABILITY

Where a Customer comprises of more than one legal person, each person will be jointly and severally liable for the Customer's obligations under these General Terms and Conditions and a Specific Terms and Conditions and references to the Customer in these General Terms and Conditions and a Specific Terms and Conditions means each of those persons.

44. TIME OF THE ESSENCE

Time shall be of the essence.

45. ADDITIONAL TERMS AND CONDITIONS

48.1 Your usage of the accounts, products or services made available by us is subject to the Specific Terms and Conditions applicable to that specific account, product or service. These Specific Terms and Conditions, as amended from time to time, shall apply, supplement and is deemed incorporated by reference into and form part of these General Terms and Conditions.

48.2 The Bank may offer seasonal campaign or promotional benefits for any account, product or service. Your participation in any of our seasonal campaign or promotional offer is subject to our Campaign Terms and Conditions.

48.3 You may subscribe to our electronic banking channel (internet banking or mobile banking) to access the accounts, products and services made available by us. Your usage of our electronic banking channel is subject to our Electronic Banking Terms.

48.4 We may offer our account, product and services through a new mobile application under a separate and distinct brand name pursuant to our digital banking initiative. The Bank may introduce further terms and product features which are different from our existing offering under our current Al Rajhi Bank brand name. If you are subscribing to accounts, products and services made available pursuant to this digital banking initiative, you must read and understand the terms applicable thereto and the additional product features.

46. ZAKAT

The Bank is not responsible for computation and payment of *Zakat* on your behalf.

47. TAX

The Customer shall be liable for all taxes payable in connection with or arising out of the account, product or services utilized by the Customer.

48. E-INVOICING

Unless otherwise required by Applicable Laws, the Bank shall only issue an e-Invoice upon the Customer's request. The Bank may prescribe the form, manner, timing and channel through which requests for e-Invoices must be submitted and may impose reasonable processing periods for such requests. The Customer shall provide such information as the Bank may require for the issuance of an e-Invoice. The Customer warrants that all information provided for e-Invoicing purposes is complete, accurate and up-to-date. The Bank may decline to issue an e-Invoice where the Customer fails to provide the information required by the Bank, or where the information provided is incomplete, inaccurate or inconsistent with the Bank's records. The Customer consents to the Bank collecting, processing, transferring and disclosing Customer Information for purposes relating to the issuance of an e-Invoice including disclosure to the tax Authority.

General Use

49. GOVERNING LAW AND JURISDICTION

49.1 **Governing Law.** The provisions of these General Terms and Conditions and each Additional Documents shall be governed by, and construed in accordance with, the laws of Malaysia.

49.2 **Jurisdiction.** The Customer submits to the non-exclusive jurisdiction of the courts in Malaysia.

General Use