

Al Rajhi Banking & Investment Corporation (Malaysia) Bhd

General Terms and Conditions (Effective Date: August 2022)

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**” or “**us**”) may offer you from time to time (“**General Terms and Conditions**”). Please read and understand these General Terms and Conditions carefully before acquiring any accounts, products and services from us. Please reach out to us if you require any clarification. By opening and using our accounts, products or services, you agree and accept the 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 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 internet banking services / 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 the 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; and
- (g) any other regulatory disclosures or notices (as may be amended from time to time) made available to you.

1.2 **Read and Understand.** You should read and understand these General Terms and Conditions and the Additional Documents. By using and maintaining 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 the Additional Documents. You should 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 or accept these General Terms and Conditions and the relevant Additional Documents, you should immediately cease using our accounts, products and services.

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; (iii) posted at the Bank's branches, or (iv) 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 rules, regulations and/or directives (whether or not having the force of law) binding on us from time to time and at any time by any regulatory Authority; 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.
- (c) You may object to these changes prior to the effective date by providing your objection in writing to us and proceed to close 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 proceeded to close or terminate the affected accounts, products or services, your continued operation, maintenance or non-termination of the account, product and service following the effective date of the changes shall be deemed to constitute your acceptance of such changes.

1.4 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 be interpreted in the following order of priority:
 - (i) Electronic Banking Terms;
 - (ii) Campaign Terms and Conditions;
 - (iii) Application Documents;
 - (iv) Specific Terms and Conditions; and
 - (v) 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.

2. SHARIAH COMPLIANCE

- 2.1 **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.
- 2.2 **Shariah compliance by Bank.** These General Terms and Conditions and Additional Documents comply with Shariah rulings and decisions issued by the Shariah Advisory Council ("**SAC**") of Bank Negara Malaysia and Shariah Board of the Bank respectively.
- 2.3 **Shariah compliance by Customer.** You are responsible in making your own assessment as to the *Shariah* compliance of these General Terms and Conditions and Additional Documents. You may not use our accounts, products or services for any non-Shariah compliance purpose.
- 2.4 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. DEFINITIONS

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

- “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, as the case may be, 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” or “you”** : 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 also his permitted assign or transferee.
- “Customer Information”** : Has the meaning as defined in Clause 9.1.
- “Customer Parties”** : Has the meaning as defined in Clause 25.3.
- “Data Subject”** : has the meaning as defined in Clause 32.
- “Financial Crime Prevention Laws”** : means all applicable laws, regulations, directives, policy documents, guidelines, practice direction, international guidance, court orders, judgements, demands and requests from Authority, and any other regulatory requirements, 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 Sanctions.
- “Anti-Money Laundering Laws”** : means all applicable laws and regulations relating to anti-money laundering and prevention of financial crimes, including, but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activity Act 2001.
- “Anti-Corruption Laws”** : means all applicable laws and regulations relating to anti-bribery and anti-corruption, including, but not limited to, the Malaysian Anti-Corruption Commission Act 2009.

“Financial Crime Compliance Activity”	:	has the meaning as defined in Clause 7.2.
“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 ARBM respectively, and as determined by other relevant regulatory bodies (such as the SAC of Securities Commission of Malaysia) where applicable".

3.2 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 to 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.

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, products or services to you at any time without specifying any reason unless we are legally required to provide a reason.

- 4.2 **Sanctions and financial crime.** You acknowledge that we may not establish or maintain a banking relationship with anyone who is subject to Sanctions and involved or suspected to be in contravention of Financial Crime Prevention Laws.
- 4.3 **Transfer between branches.** Although you may have established a banking relationship with a particular branch of the Bank, we may transfer the maintenance of your accounts, products or services to another branch by giving reasonable notice to you.
- 4.4 **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.

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 period. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports.
- 5.3 **Consequence of failure to provide information.** If you do not respond to our request for information within the required time period, 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.

6. CUSTOMER UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 6.1 You make following undertakings, representations and warranties to the Bank which you repeat at all times until the termination of the banking relationship.
- 6.2 **Capacity:**
- 6.2.1 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 Document.
- 6.2.2 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.

6.2.3 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 an 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.

6.3 **Authority:**

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

6.4 **Sanctions:**

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

6.5 **Compliance with Anti-Corruption Laws:**

The Customer is compliant with Anti-Corruption Laws.

6.6 **Compliance with Anti-Money Laundering Laws:**

The Customer is compliant with Anti-Money Laundering Laws.

6.7 **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 accounts, products, or services 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.

6.8 **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) to comply with all reasonable requests of the Bank.
- (d) to provide us with all information and documentation to comply with the Financial Crime Prevention Laws.
- (e) to comply with these General Terms and Conditions and Additional Documents.
- (f) to comply with any laws, regulations or rules applicable to your use of any of the accounts, products or services.
- (g) to ensure that the accounts, products or services are not used in any way to facilitate any fraudulent or unlawful activities or purposes.
- (h) to ensure that the accounts, products or services are not used in any way in contravention of Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws.

7. **MANAGING FINANCIAL CRIME RISK**

7.1 **Financial Crime Prevention Laws.** The Bank is obliged to comply with Financial Crime Prevention Laws. The Bank may refrain to do anything that would, in its opinion, constitute a breach of the Financial Crime Prevent Laws.

7.2 **Financial Crime Compliance Activity.**

- (a) The Bank is required to perform such activity or take such action considered appropriate to prevent, detect, risk mitigate, investigate or report on matters relating to Financial Crime Prevention Laws which include, but not limited to,
 - (i) the Bank conducting transaction screening and interception; customer due diligence; enquiries into source of fund; enquiries into counterparty of your transaction; investigation into Customer's actual or suspected breach, attempt or evasion in relation to Financial Crime Prevention Laws; and regulatory disclosure and reporting to Authority (including tax Authority);
 - (ii) the Bank delaying, suspending, limiting, refusing, terminating, or cancelling (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 accounts, products, or services; AND
 - (iii) the Bank undertaking steps to respond to any suspected fraudulent or unlawful activities involving the Customer's accounts, products, or services such as reporting, information sharing, cancelling, delaying or suspending a Customer's transaction or instruction, withholding funds for a reasonable period of time (whether or not a freezing order is issued), suspending, limiting, terminating access to accounts, products or services and effecting a transaction reversal and refund in accordance with Clause 19 (collectively "**Financial Crime Compliance Activity**").
- (b) 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.

- (c) In relation to Clause 7.2(a)(iii), the Bank may reasonably believe that the Customer's account, products and services are involved in suspected fraudulent or unlawful activities, arising from the result of its own investigation, monitoring or surveillance activity, when the Bank receives a police report lodged against the Customer, when the Bank receives a notice from other financial institution, or the Bank receives a notice from regulatory or investigative authority.
- (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. There will be instances where the Bank will not be able to provide detailed information or notice to the Customer due to legal and/or regulatory restrictions.

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 who may further exchange your information with other tax authority of another jurisdiction. You agree to provide us with such information and document as we may require from time to time relating to your tax residency. You undertake that the information and document furnished are true, correct and complete. You shall inform the Bank promptly and no later than 30 days if there are any changes to these information and document supplied to the Bank. Where you fail to respond to our request for information, we may (i) take actions necessary for us to meet our obligation 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 accounts, products or services; and we may (iii) have to make our own assessment with respect to the your tax status.

9. DISCLOSURE OF CUSTOMER INFORMATION

- 9.1 **Disclosures of customer information.** The Customer agrees and consents to the Bank to process, transfer and disclose (including transfer and disclosure of such information outside of Malaysia) all or any information relating to the Customer and the Customer's conduct and affairs relating to the accounts, products or services made available by the Bank ("**Customer Information**"):
 - (a) to any person the Bank considers necessary including and without limiting to any member of Al Rajhi Bank's group of companies, service providers, outsourced service providers, auditors, Takaful operator and loss adjustor, legal counsel, professional advisor, consultant, strategic business partners or any other third party for purposes related to the provision of the account, product or services, or for purposes related to the management or operation of the Bank (which shall include any accounting, outsourcing, product development, client relationship management, risk management, managing the Takaful coverage of the Bank), or for purposes related to any legal proceedings filed against the Bank or filed by the Bank and obtaining legal advice related to the provision of the account, product or services, or for purposes related to Financial Crime Compliance Activity;
 - (b) to any payment recipient or beneficiaries, payment system operator, payment infrastructure provider, clearing bank, intermediary bank and financial institution in relation to cheques, fund transfers, processing of receipts and payments, ATM service, debit card and other payment instruments;

- (c) to all joint account holders;
- (d) to all of the Customer's directors, senior management, shareholder, partners, office-bearers, trustee, authorised signatories, authorised officers and any other person acting on behalf of the Customer;
- (e) to 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;
- (f) to administrator/executor/beneficiary of a deceased Customer including the appointed solicitor acting or 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 account;
- (g) to Bank Negara Malaysia or any of its established bureaus or agencies such as Central Credit Reference Information system (**CCRIS**);
- (h) to any governmental authority, statutory body, regulatory Authority, stock exchange, central depository, clearing house, credit reporting agency, credit references agency, self-regulatory organisation, trade repository, rating agency, Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad and any industry association which the Bank is a member;
- (i) to any potential assignee, transferee, guarantors and/or security providers of the Customer, prospective or otherwise;
- (j) to any person the Bank believes in good faith to be tendering payment for monies on the Customer's behalf;
- (k) to any person who is assisting the Bank in recovering any monies due from the Customer;
- (l) to any person as may be required or permitted under the laws of Malaysia such as Schedule 11 of Islamic Financial Services Act;
- (m) to any person to comply with any court order or request from Authority;
- (n) to such person in relation to a due diligence process for a proposed sale, merger and acquisition approved by the board of directors of the Bank;
- (o) to such person the Bank considers necessary for the purposes of prevention, detection and investigation of a crime, actual or suspected;
- (p) to such person the Bank considers necessary for the purpose of facilitating exchange on information amongst financial institutions in relation to fraud, mule account and financial scams;
- (q) to such person under a duty of confidentiality to the Bank;
- (r) to such parties as provided in the Bank's Personal Data Protection Notice available at <https://www.alrajhibank.com.my/>.

9.2 **Further processing.** The Customer agrees and consents to outsourced service providers to whom the Bank outsources the performance of its operational function to and any other service providers who has access to Customer Information, whether located within or outside Malaysia, to use, store, process, transfer and disclose Customer Information provided that the Bank subjects such service providers to appropriate duty of confidentiality to the Bank.

9.3 **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.

9.4 **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.

9.5 **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.

9.6 **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 accounts, products or services 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.

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 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 shall

- (a) take all reasonable care and precaution to prevent loss, unauthorised access or fraudulent use of your accounts, products or services;
- (b) keep security details and banking credentials about your accounts, products and services secure and confidential and not disclose them to any third party;
- (c) not allow any unauthorised third party to operate your accounts, product or services for you;
- (d) monitor your account balances and check your statements regularly to detect any irregularities or unauthorised transaction; and
- (e) 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 shall immediately inform the Bank when you

- (a) suspect or become aware of any suspicious or unauthorised transaction or unauthorised use in relation to the account, product or services;
- (b) suspect or become aware of any fraudulent or unlawful activities in relation to the account, product or services;
- (c) suspect or become aware that your security details, banking credentials, identification document, card, password is lost, stolen, breached or comprised.

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

10.5 **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 or short message services ("SMS") from unauthorised 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, 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.

- 10.6 **SMS notification or alerts.** We may send SMS notification or alert to your mobile phone number registered with us to keep you updated on your account activity. You must inform the Bank if your mobile phone number changes. The Bank may also send notification or alert to your registered email address. You shall immediately inform the Bank if you receive an alert for any transaction suspicious or unauthorised 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.
- 10.7 **Assistance in investigation.** You shall provide such assistance and cooperation that the Bank shall require in relation to any investigation of any unauthorised or fraudulent transaction or activities relating to your accounts, products or services. In some circumstances, the Bank may require that you to lodge a police report and provide such report to us within a reasonable time, request that you attend to our branch for further enquiry, carry out customer due diligence, request for information and documents or conduct checks with external databases or Authority. There will be instances where the Bank is not able to provide its reasons for exercising its rights due to legal and/or regulatory restrictions.
- 10.8 **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 ACCOUNS, 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 use of any accounts, products or services. This includes the Bank suspending, cancelling, delaying or refusing to carry out your instruction or transaction, refusing the provisions of all or part of any accounts, products or services, 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 cheques 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 suspension, limitation, restriction or condition unless notifying you would be unlawful due to legal and/or regulatory restrictions. However, a notice in advance is not required unless it is a legal or regulatory requirement.
- 11.3. **Circumstances where the Bank may impose restriction.** We may do so upon the occurrence of any of, but not limited to, the following events:
- (a) when we have been notified or become aware that you have committed an act of bankruptcy and/or petition for 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 and/or requested by any Authority including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental body to refrain from permitting any transaction under your account(s);
 - (c) when we have become suspicious of any unlawful or fraudulent activities concerning the accounts, products or services;
 - (d) when we have reason to believe or suspect that you may have become a victim of any unlawful or fraudulent activities concerning your accounts, products or service and we consider it appropriate to freeze the account in your interest;
 - (e) in the event of death, insanity or other cause of incapacity of the Customer, where the Customer is an individual, or is an authorised signatory 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 authorised signatory is given to the Bank;

- (f) when we deem necessary for our compliance of Financial Crime Prevention Laws, or when mandated pursuant to or by virtue of, any laws, directions, court orders, regulatory requirement from an Authority;
- (g) an investigation is being conducted by the Authority against you or in relation to your accounts, products or services;
- (h) when the Bank is served with a court order or a garnishee proceeding;
- (i) when you are in breach of these General Terms and Conditions or Additional Documents;
- (j) when you have provided false, incorrect, incomplete, forged, misleading information or documentation to the Bank, or have otherwise misrepresented to the Bank;
- (k) when you fail to provide (or has provided incomplete) information or documentation requested by the Bank;
- (l) when we need to exercise our right or discretion under Clause 5, Clause 7, Clause 8, Clause 12, Clause 13, Clause 14 and Clause 19;
- (m) when we consider that accounts, product or services has not been conducted satisfactorily;
- (n) when the Bank has reason to doubt the authority or authenticity of the Customer's instruction;
- (o) when the signature attached to the Customer's instruction does not correspond with the specimen supplied to the Bank;
- (p) when the Bank receives conflicting instruction from the joint accountholders or authorised signatories;
- (q) when the Bank is notified of any dispute amongst the joint accountholders or authorised signatories in relation to any account, product or services;
- (r) when the Bank is notified of evidence of forgery of signature of joint accountholders or authorised signatories;
- (s) when the Bank has reason to believe or suspect that an authorised signatory is abusing the account mandate;
- (t) when any of the joint accountholders or authorised signatories instruct the Bank to freeze or to revoke the account mandate;
- (u) when the Bank receives conflicting demands or claim regarding ownership, operation or mandate in relation to an account, product or services;
- (v) 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;
- (w) when allowing the accounts, products or services to remain available may cause the Bank to be in breach of applicable laws or regulations;
- (x) when you have less than the minimum balance amount in your account; and
- (y) 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 suspension, limitation, restriction or condition of the accounts, products or services shall be lifted when we deem 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 authorised 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 account holder, 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 authorised 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 authorised 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 and you undertake to keep the Bank fully indemnified against any claims for damages losses expenses charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by 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 its 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.
- 11.7. **Complying with court orders and directives.** If we are served with a court order or directive issued under any laws or otherwise issued by any regulators or any Authority, you shall authorise us to act in accordance with such court order and/or directive without any further reference or notice to you.

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 Document 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 authorised signatories or if the Bank has reason to doubt the authenticity of your instruction.
- 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 11.3, Clause 13.3 and Clause 15.3 by giving you 14 calendar day's notice to your address or email address maintain in the Bank's records.
- 12.3. **Reason for closure of account.** In closing or terminating any account, product or services, 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 not is not able 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 Customer the credit balance in the account by way of cheque or bank draft or any other payment method as instructed by Customer after deducting any amount due and owing to the Bank.
- 12.5. **Effect of termination.** Termination of any accounts, products or services and these General Terms and Conditions and an Additional Document (as the case may be) will not affect outstanding rights or actual, future or contingent liabilities. These General Terms and Conditions or the relevant Additional Document (as the case may be) will apply to these liabilities until all transactions have been closed out or 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 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.

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 expense (including costs and expense 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 authorise 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 authorisation 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 FEP then applicable: there are limits on the amounts and purposes 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 authorise another person to utilise, 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 you providing us with satisfactory evidence of the validity of the power of attorney and us 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 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 authorise us to act upon any of your instruction, in relation to any accounts, products or services available by the Bank, made in the mode, manner and conditions prescribed by or acceptable to the Bank.

(b) You authorise and request us to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes that are drawn, signed, accepted, endorsed or made on your behalf drawn upon or addressed to or made payable by us.

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

(i) they conflict with or are inconsistent with other instructions or mandates 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.

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 authorised 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) The Bank may also 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 authorised to act on such instruction which we in good faith believes to be made by you. We may, but is not obliged, perform further checking to confirm the authenticity of the instruction. You bear the risks of instruction given in this manner including the risk of such instructions being given by unauthorised persons and/or any error, loss or delay resulting from the use of telecommunication devices, networks or electronic means. You undertake to keep the Bank fully indemnified against any claims for damages losses expenses charges and costs which may be made against the Bank by reason of us acting on the instruction save and except where the losses or damages are caused by the Bank's gross negligence, 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 you breaching your duty to the beneficiary.

16. DEPOSITS AND INWARD REMITTANCES

16.1 **Making payments into your account:** 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.

16.2 Cash And Cheque Deposits

- (a) All cheques and other negotiable instrument(s) 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 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 dishonoured.
 - (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 favour 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;
 - (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 authorised 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.
- (d) We may charge for over the counter services if you use it above the number given 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.** Withdrawals or fund transfer from the account must be made in the mode, manner, currency and conditions as we may set from time to time. Cash withdrawals may be made at our branch counter or from ATMs or any other method as may be determined by us from time to time. A charge applies for withdrawal from the ATMs of other banks. Withdrawal or fund transfer is subject to any daily limit the Bank or you may set for the different ways of withdrawal.

17.2 **Sufficient balance.** You shall ensure that there are cleared and sufficient funds available in the account to perform any withdrawal or transfer of fund. If any minimum balance amount applies to your account, you must maintain the minimum balance amount in the account at all times. We may, but need not, act on any instruction if by doing so, the account balance would fall below the minimum balance amount. If the account is at or below the minimum balance amount at the time of the instruction, we may exercise our discretion not to act on your instruction.

17.1 **You bear charges which will be debited to account.** Charges apply as set out in the Bank's Fees and Charges at www.alrajhibank.com.my for certain instructions relating to withdrawals, fund transfer, and transaction rejection due to insufficient funds. You authorise us to debit your account with the applicable fees and charges.

17.2 **At the counter withdrawals or fund transfer.** 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. Every withdrawal or fund transfer shall be accompanied by a form provided for that purpose. When making withdrawal or fund transfer at the counter, you must check the particulars of 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. We may charge for over the counter services above the number given free.

17.3 **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. Subject to our right to appropriate payments in Clause 17.9 below, such instructions or changes to earlier instructions shall take effect after we have sufficient opportunity to act on the same.

- (b) If you authorise 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.
- (c) 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.
- (d) 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.
- (e) 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.

17.4 **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.

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

- (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.

17.6 **Use of third party fund transfer system:**

- (a) If your payment or remittance instruction has to be effected through a payment or clearing system operated by a third party, you agree that we may use any correspondent, agent, sub-agent, agency or any other financial institution, payment system operator (each an **Intermediary**) to do so.
- (b) Where an Intermediary is involved, you agree that:
 - (i) the Bank or relevant Intermediary shall not be liable for any failures, delays, errors, omissions, interruptions, misinterpretation or any other outcome due to the payment or remittance instructions being sent or received through whatever channels of communication where not caused by the Bank or relevant Intermediary.

- (ii) the provision of our service is subject to the terms and conditions of the Intermediary.
- (iii) the Bank does not control or operate any Intermediary or its system. The Bank does not have any liability to you for any failure on the part of the Intermediary or its payment system, or any other participant of the Intermediary's system.

17.7 Carrying Out Payment/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 authorise 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 to carry out your fund transfer instruction for any circumstances mentioned in Clause 11.3.

17.8 Bank has no liability to you. You agree that the Bank shall not be liable to you for loss arising from:

- (a) for any delays or rejection by the receiving or intermediary parties which may take place in a transfer, remittance and/or withdrawal of funds from your account;
- (b) delays or rejection of telegraphic transfers (arising from inaccurate or incomplete payment details provided by you), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its misinterpretation by the receiving or intermediary party when received; or
- (c) your instruction to cancel a payment or remittance instruction.

17.9 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.

18. ATM AND SELF-SERVICE FACILITIES

18.1 ATM card. You can request an automatic teller machine (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 cheques 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

19.1 You agree that we reserve the right to debit your account(s) without notice when we need to recover funds credited earlier under any one the following scenarios:

- (a) payment by mistake caused by the sender;
- (b) erroneous payment made by the sender's bank due to technical or operational errors that are no fault of the sender;
- (c) erroneous payment by the payment system operator which may be due to technical or operational error;
- (d) unauthorised or fraudulent payment instructions that were not initiated by the sender;
- (e) payment effected as a result of a forged instrument, unlawful or fraudulent activities;
- (f) payment instructions which have been induced by dishonest or fraudulent means for the benefit of a party other than the party intended by the sender;
- (g) our crediting your account by error;
- (h) when the relevant cheque, instrument, payment order or instruction is subsequently returned unpaid or cannot be presented or cleared due to loss or destruction or misplaced in the process of presentation;
- (i) amount previously credited to your account in relation to cheque which is dishonoured; or
- (j) 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 foreign exchange policy requirements of BNM.

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

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

19.3 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; and
- (h) legal fees and expense incurred by the Bank in relation to any legal proceeding in respect of your account whether or the Bank is a named as a party.

19.4 When exercising our right to debit under this Clause, we will give you prior notice if we are required by applicable laws to do so. Otherwise, we may provide notice (either prior or subsequent) at our reasonable discretion and such notice may include an entry in your bank statement.

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 www.alrajhibank.com.my and will be debited to your account.
- 20.2 **Authority to honour cheque drawn.** You authorise the Bank to honour and comply with all cheques drawn by you whether or not 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; and
 - (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 in the Bank's Fees and Charges at 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 dishonour and return your cheque if changed even if countersigned by the authorised signatories.
 - (e) not write anything on a cheque, other than the date, payee, amount and affix signature(s) of the authorised signatories. We may ignore any notation without any liability to you.
 - (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 dishonour 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 dishonour your cheque.

- 20.7 **You will bear loss if you did not try to prevent fraud.** Where you suffer loss from unauthorised 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 bank and it is presented by the payee to the Bank for payment, the payee is considered to have been authorised 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 honoured 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 **You get a periodic bank statement.** Where the accounts, products or services come with a periodic bank statement, such statement will be issued by the Bank once a month or at such other intervals as may be determined by the Bank. An e-statement of account will be made available online via electronic banking channel and/or sent in electronic form to you. You may request statements to be mailed to you or to be printed at our branches but we will debit your account for the applicable charge to do so. We may not generate a statement if there is no transaction during the month.
- 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, unauthorised or fraudulent transaction. You must notify us immediately if you discover any errors, irregularities, unauthorised 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 Inter Islamic 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 *Shariah* Advisory Council 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 authorise us to debit any account of yours with the applicable fees and charges.

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 numbers 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 authorised 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 authorised 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 maybe.
- (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 account holder 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 account holder has been declared bankrupt or a petition of bankruptcy has been presented to against a joint account holder; 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.
 - (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 instructions issued by any of the joint accountholder.

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

- 25.1 **Organisation 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 authorised 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 authorised signatories and satisfactory document or resolution evidencing the grant of authority to the authorised signatories. We are authorised to act on instruction given by your authorised signatories in respect of your account, product or services unless and until we have received written notice from you of any change of authorised signatory and have had sufficient opportunity to act on the same. Where you have appointed more than one authorised signatory, the Bank shall be entitled to act on instruction given by any one or more of the authorised signatories.
- 25.2 **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.
- 25.3 **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, retire, 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.

25.4 **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.

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 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 arising from 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 retirement.** 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 laws or regulations.

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 sufficient opportunity to act on the same. We may also publish notices to customers on our website and at our branches.

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.** If we are communicating with each other via telephone, we may record the content of the telephone conversation 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 proceedings, complaints or dispute brought in connection with these General Terms and Conditions.

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

29. Indemnities

29.1 **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, 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, authorised signatories, agents and any other person acting your behalf.

30.3 **This Clause survives termination.** Each of the provisions 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 arrangements between the Bank with its business partners to provide incentives and benefits to the Bank's Customers are 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.

31. CUSTOMER COMPLAINTS AND PROCEDURES

31.1 If you have any complaints about us, you may call us or write to us at

Manager, Customer Resolution
Level 17, Menara Chan
138 Jalan Ampang
50450 Kuala Lumpur
Tel: +603 2332 6000

Email a complaint form available at our website (<https://www.alrajhibank.com.my/>):
customer.resolution@alrajhibank.com.my

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

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

32. 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 the Credit Bureau Malaysia and any other credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as may be amended from time to time); and
- (b) the Credit Bureau Malaysia and any credit reporting agencies under the Credit Reporting Agencies Act 2010 (as may be amended from time to time) 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 authorised by the Data Subjects to give the consent on their behalf.

33. RIGHTS CUMULATIVE, WAIVER

- 33.1 The rights of the Bank under these General Terms and Conditions and Additional Documents are cumulative, and may be exercised as often as they consider appropriate and are in addition to its rights under any applicable law.
- 33.2 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.
- 33.3 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.

34. 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.

35. TAPE RECORDING

We may choose (but is not obliged) to record your verbal instructions and/or telecommunication with us. You consent to such recording if you contact us in person or by electronic means. Any recording we make is our property and shall be binding on you. We will treat the recordings in the same manner as your personal data.

36. FORCE MAJEURE

The Customer shall not hold the Bank liable for any loss or damage which the Customer 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 any pandemic, epidemic, plague or other outbreak of communicable disease as declared or defined by the World Health Organisation, natural perils or any circumstances beyond the Bank's control.

37. 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.

38. 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 14 above.

39. 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.

40. 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.

41. Time of the essence

Time shall be of the essence.

42. Additional Terms and Conditions

42.1 You usage of the account, product or service 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.

42.2 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.

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

42.4 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 account, product and services made available pursuant to this digital banking initiative, you should read and understand the terms applicable thereto and the additional product features.

43. Zakat

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

44. Governing law and Jurisdiction

44.1 **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.

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