



Al Rajhi Banking & Investment Corporation (Malaysia) Bhd

Internet and Mobile Banking Terms and Conditions

(Effective Date: 21 July 2023)

This document sets out the terms and conditions governing your usage of electronic banking facilities and services made available by **AL RAJHI BANKING & INVESTMENT CORPORATION (MALAYSIA) BHD** (Registration No.: 200501036909 (719057-X)) (“the **Bank**”, “**we**” or “**us**”) and your usage of our electronic banking channel to access accounts, products and services which we may offer you from time to time (**Electronic Banking Terms**). Make sure you read and understand these Electronic Banking Terms carefully before commencing the usage of any electronic banking channel provided by us. Please reach out to us if you require any clarification. By accessing, using and continuing to use our electronic banking channel, you agree and accept these Electronic Banking Terms. If at any time you do not accept any or all of these Electronic Banking Terms, you must immediately discontinue the usage of any electronic banking channel. By accessing, using and continuing to use our electronic banking channel, you further acknowledge and accept all inherent risks associated in accessing, conducting, receiving and/or performing any banking services and any transactions via our electronic banking channel.

1. TERMS AND CONDITIONS

1.1 **Electronic Banking Channel.** These Electronic Banking Terms set out the terms and conditions upon which the Bank will provide internet and/or mobile banking services to you, by whatever name called, which may be accessed by you through the internet using a Device or through a mobile application installed on your Mobile Device. These channels are currently known as:

- (a) alrajhi@24seven personal internet banking (<https://www.alrajhi24seven.com.my/>) (available to accountholders under the Al Rajhi Bank brand name);
- (b) alrajhi@24seven personal mobile banking application (available to accountholders under the Al Rajhi Bank brand name); and
- (c) Rize mobile banking application (available to accountholders under the Rize brand name),

(each an **Electronic Banking Channel**).

When you access an account, product and service through an Electronic Banking Channel or utilise an internet or mobile banking facility or service, you are using a “service” provided by us for the purpose the General Terms and Conditions (a copy of which is available on our website <https://www.alrajhibank.com.my/>, within the mobile application or available upon request).

1.2 **Documentation.** These Electronic Banking Terms must be read together with the applicable terms and conditions governing the accounts, products or services made available by us such as the General Terms and Conditions and the Specific Terms and Conditions (a copy of which is available on our website <https://www.alrajhibank.com.my/>, within the mobile application or available upon request). In case of any inconsistency between these Electronic Banking Terms and any other terms and conditions governing your relationship with us, such inconsistency shall be resolved in accordance with the order of priority stated in the General Terms and Conditions.

1.3 **Supplementary Terms.** Certain services on our Electronic Banking Channel are made available to you using third party’s system or infrastructure. If you are using such services, you must comply with the additional terms and conditions governing such services (**Supplementary Terms**). We will make available these additional terms and conditions on our website <https://www.alrajhibank.com.my/>. These additional terms and conditions must be read with and form part of these Electronic Banking Terms. If there is any inconsistency between the Supplementary Terms and these Electronic Banking Terms, the Supplementary Terms shall

prevail to the extent that it relates to the use of such services. Examples of Supplementary Terms include (the list is not exhaustive):

- (a) Supplementary Terms and Conditions No.1: JomPAY Standard Payer Terms;
- (b) Supplementary Terms and Conditions No.2: DuitNow Transfer Terms and Conditions;
- (c) Supplementary Terms and Conditions No.3: National Addressing Database (NAD) Terms and Conditions;
- (d) Supplementary Terms and Conditions No.4: DuitNow QR Terms and Conditions.

1.4 **Read and Understand.** You must read and understand these Electronic Banking Terms and the applicable Supplementary Terms. You must read and understand all user guides made available by the Bank from time to time before attempting to use any Electronic Banking Channel. By accessing, using and continuing to use our Electronic Banking Channel, you agree and accept these Electronic Banking Terms and the applicable Supplementary Terms. We may, from time to time, amend these Electronic Banking Terms and the Supplementary Terms. You must check these Electronic Banking Terms and the Supplementary Terms 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 Electronic Banking Terms or the applicable Supplementary Terms, you must immediately discontinue the usage of any Electronic Banking Channel.

1.5 **Mobile Application Store.** Your download and usage of the Mobile App from the Apple App Store, Google Play Store or Huawei App Gallery or such other application stores that is approved by the Bank, are subject to further terms of services which respective the mobile application store service providers may impose. The Bank is not a party to those terms of service.

1.6 **Incorporation of Terms**

The following clauses in the General Terms and Conditions, which may be updated or amended from time to time, shall apply and are incorporated into these Electronic Banking Terms as if they are set out in full in herein:

- (a) Provisions relating to customer undertakings, representations and warranties (currently **Clause 6 Customer Undertakings, Representations and Warranties**);
- (b) Provisions relating to management and prevention of financial crime (currently **Clause 7 Managing Financial Crime Risk**);
- (c) Provisions relating to tax compliance (currently **Clause 8 Tax Compliance**);
- (d) Provisions relating to disclosures of customer information (currently **Clause 9 Disclosure of Customer Information**);
- (e) Provisions relating to suspension of services (currently **Clause 11 Suspension of Accounts, Products or Services**);
- (f) Provisions relating to account closure or termination of services (currently **Clause 12 Closure of Account**);
- (g) Provisions relating to set-off and consolidation of account (currently **Clause 14 Set-off and Consolidation**);
- (h) Provisions relating to permitting a donee of a power of attorney to operate an account (currently **Clause 15.5 Power of Attorney**);
- (i) Provisions relating to reversal of transactions (currently **Clause 19 Reversals and Bank's Right to Debit**);
- (j) Provisions relating to fees and charges (currently **Clause 23 Fees & Charges**);
- (k) Provisions relating to currency conversion (currently **Clause 27 Currency Conversion**); and
- (l) Provisions relating to notices and communication to the Customer (currently **Clause 28 Notice and Communication**),

where all references to “**services**” shall include all services provided by the Bank pursuant to these Electronic Banking Terms and the references to “**General Terms and Conditions**” and “**Additional Documents**” shall as the context may require, be amended to include “**Electronic Banking Terms**”.

1.7 Changes and Variation

- (a) We may, at any time and from time to time, add, amend, modify, vary, delete or supplement these Electronic Banking Terms and the Supplementary Terms by giving twenty-one (21) calendar days’ prior notice to you (i) in writing or by way of electronic communication; (ii) on the Bank’s website; (iii) on the Bank’s internet banking or mobile banking platform; (iv) posted at the Bank’s branches, or (v) any other mode the Bank may reasonably deem fit. These changes will take effect on the date stated in the notice.
- (b) Where we are required to add, amend, modify, vary, delete or supplement these Electronic Banking Terms and the Supplementary Terms 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; (ii) give effect to security of the Electronic Banking Channel, accounts, products and services; or (iii) make available new services to you, 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 discontinue your usage of the Electronic Banking Channel 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 discontinued your usage of the Electronic Banking Channel, your continued usage of the Electronic Banking Channel following the effective date of the changes shall be deemed to constitute your acceptance of such changes.

2. SHARIAH COMPLIANCE

- 2.1 **No payment of interest.** Nothing in these Electronic Banking Terms or the Supplementary Terms 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 Electronic Banking Terms and the Supplementary Terms 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 Electronic Banking Terms and the Supplementary Terms. You must not use our Electronic Banking Channels, 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 Electronic Banking Terms and the Supplementary Terms.

3. DEFINITIONS

- 3.1 Terms not otherwise defined here are defined in the General Terms and Conditions or the Specific Terms and Conditions. The following definitions apply to these Electronic Banking Terms unless otherwise specified:

“**Banking Services**” : means the services that the Bank may from time to time make available to you on an Electronic Banking Channel as described in Clause 7.1 *Banking Services*.

“Biometric Credentials”	:	(i) in relation to access to the Mobile App, means security credentials such as fingerprint authentication feature, facial recognition authentication feature or other digital means of verifying your identity which are stored on your non-rooted and non-jailbroken Mobile Device; (ii) in relation to validation of your instruction or confirmation sent to us through the Mobile App, means the biometric information about you collected during customer onboarding by the Bank (or by our ID verification service provider on our behalf).
“Device”	:	means a Mobile Device, computer terminal, or other electronic device that can be used to connect to the internet and access the Electronic Banking Channel.
“Electronic Banking Channel”	:	has the meaning as defined in Clause 1.1 <i>Electronic Banking Channel</i> .
“Intellectual Property”	:	means (i) rights in, and in relation to, any trademarks, service marks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, in all cases whether registered or not, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
“Mobile App”	:	means the alrajhi@24seven personal mobile banking application software, the Rize mobile banking application software, the data supplied with the software and the associated media.
“Mobile Device”	:	means the mobile phone, smartphone, tablet or such other communication electronic device which the Customer has registered to perform mobile banking services through the Mobile App.
“OTP”	:	means a one-time password or passcode that is sent to the Customer’s Registered Mobile Number.
“Passcode”	:	means a unique string of numbers chosen by you and known only to you and the Bank’s computer system, which must be keyed in by you on your Device as an additional layer of security to authenticate your instruction or

		confirmation sent to us through the Mobile App.
“Password”	:	means a unique string of characters chosen by you and known only to you and the Bank’s computer system, which must be keyed-in by you on your Device to authenticate your User ID and grants you access to our Electronic Banking Channel.
“Push Notification”	:	means notifications and other types of messages that may be sent to your Mobile Device even if your Mobile Device is locked, in standby mode or the Application is not running.
“Registered Mobile Number”	:	means your mobile number which has been registered in the Bank’s records.
“SecureWord”	:	means an additional security credentials used to identify you before you log into our Electronic Banking Channel. It is normally a string of alphanumeric characters selected by you which, being unique to you and known only to you and the Bank’s computer system, will be displayed on screen after you have entered your User ID. This is the mutual authentication function used by you to verify that the login page is from the Bank’s genuine site.
“Security Codes”	:	means the security credentials used to identify you when you register for, access, and utilise our Electronic Banking Channel, comprising of the Card Number of your Debit Card-i, Password, PIN, SecureWord, OTP, Passcode, any other security codes issued by the Bank and any security codes generated by any security device, our Mobile App or through other secured method authorised by the Bank from time to time except for User ID.
“Short Messaging Service (SMS)”	:	means is a text messaging service which send to Mobile Devices.
“Supplementary Terms”	:	has the meaning as defined in Clause 1.3 <i>Supplementary Terms</i> .
“User ID”	:	means a unique name made up of a string of characters chosen by you which must be keyed-in by you for our Electronic Banking Channel system to associate the User ID with your profile and account(s) for verification and authentication purposes in order to grant you access to login to the Electronic Banking Channel.

3.2 In these Electronic Banking Terms, 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 an “Electronic Banking Terms” or to any other agreement or document referred to in these Electronic Banking Terms 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 “Electronic Banking Terms” shall include the applicable Supplementary Terms, 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. REGISTRATION AND ACCESS TO ELECTRONIC BANKING CHANNEL

4.1 Application to Use our Electronic Banking Channel

- (a) You may apply or register to access our Electronic Banking Channel if you maintain an account with us in accordance with the General Terms and Conditions and the Specific Terms and Conditions. Your application is subject to our approval and you fulfilling all requirements and registration procedures which we may prescribe from time to time.
- (b) You shall provide such documents and information required by us when you apply for the Electronic Banking Channel. You must promptly update the Bank in the event of any change in such information.
- (c) 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 an Electronic Banking Channel, we may discontinue such service to you at any time without specifying any reason unless we are legally required to provide a reason.
- (d) Your application is subject to the Bank's requirements including those on eligibility, age, capacity, identification document, minimum initial deposit, nationality, tax status, device, software or hardware requirement and credit background check. The Bank may have different requirements and registration procedures for an individual and a legal entity Customer and each Electronic Banking Channel.
- (e) You agree that the Bank uses your User ID, Security Codes and where Biometric Credentials are activated, your Biometric Credentials, to authenticate your identity and you must keep both your User ID, Security Codes and Biometric Credentials secret and

secure and take reasonable care and precaution to prevent loss, unauthorised access or fraudulent use.

4.2 Device, Software and Network Connection. You are solely responsible:

- (a) for obtaining and using the necessary Device, software (including internet browser) and network connection to access any Electronic Banking Channel at your own risk and expense;
- (b) for the performance and security of your Device, software (including internet browser) and the network connection that you are using to access our Electronic Banking Channel; and
- (c) for ensuring that each of your Device, software (including internet browser) and the network connection meet the minimum specifications and configurations as may be specified or recommended by the Bank from time to time and, in relation to a Mobile App, such additional specifications and configurations as may be specified or recommended by the Apple App Store, Google Play Store or Huawei AppGallery. The Bank does not, by specifying or recommending any system specification and configuration to the Customer, assume any risk, responsibility, or liability over the Customer's usage of the Device, software (including internet browser) and network connect. Such risk, responsibility and liability shall always be borne by the Customer.

4.3 Bank has no control. You acknowledge that the Bank does not have the control over your Device, software (including internet browser) or the network connection you are using to access our Electronic Banking Channel. Therefore, save and except for the Bank's gross negligence, wilful default or fraud, the Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with any delay, failure, disruption, malfunction or security breach relating to your Device, software (including internet browser) or the network connection or your failure to adhere to any specification and/or configuration as may be specified by the Bank or the relevant mobile application store service provider. You shall keep the Bank fully indemnified against any claim 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.

4.4 Initial Registration

- (a) Different registration procedures apply to
 - (i) a Customer who is applying or has applied for an account at our physical branch and
 - (ii) a new Customer who is applying for an account through the eKYC journey.

In the former category, you may apply for the alrajhi@24seven personal internet banking and mobile banking channel once you have been issued a valid Debit Card-*i* and we will require you to provide information linked to your Debit Card-*i* during initial registration. In the latter category, you may apply for an account through the eKYC journey using either the alrajhi@24seven personal mobile banking application or the Rize mobile application where you will be requested to perform a fund transfer transaction from your existing account with a local Malaysian bank to complete the application.

- (b) In both journeys, you will be required to key-in your choice of new User ID, Password and SecureWord. Upon successful registration, you can thereafter login to our Electronic Banking Channel using the newly registered User ID, Password and SecureWord. There is a cooling-off period as prescribed by the Bank after this initial registration where Customers would not be able to use their account during this period
- (c)
- (d) **Electronic Know-Your-Customer (eKYC).** When we perform our eKYC to verify your identity, we (or our ID verification service provider on our behalf) will collect biometric information about you (i.e. facial scan information) from a selfie or video provided by you and compare it with other picture(s) of you on your identity document. We may also

use the collected biometric information as a security measure to validate certain instruction or confirmation sent to us through the Mobile App by comparing it to such other selfie or video of you which we may request at the point of the instruction or confirmation. We (or our ID verification service provider on our behalf) will carry out this processing with your consent. However, if you do not consent, we may not be able to proceed to open your account through the eKYC journey. 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.

- (e) If your account is opened via the alrajhi@24seven personal mobile banking application, your default Electronic Banking Channel will be the alrajhi@24seven personal internet banking (<https://www.alrajhi24seven.com.my/>) and alrajhi@24seven personal mobile banking application. If your account is opened via the Rize mobile banking application, your default Electronic Banking Channel will be the Rize mobile banking application.
- (f) You may refer to further information including the step-by-step guidance on the registration procedures which are available on our website <https://www.alrajhibank.com.my/>, within the mobile application or available upon request. The Bank may at any time change the procedures for initial registration.

4.5 **Subsequent Logins.** After you have successfully registered for our Electronic Banking Channel, you will be required to check your SecureWord, key-in your registered User ID and Password each time you log on to our Electronic Banking Channel. You must not enter your Password if the correct SecureWord is not displayed. You will not be able to access if you enter the incorrect User ID or Password. Your access will be blocked if you have exceeded the number of unsuccessful login attempts prescribed by the Bank. If your access is blocked, you will have to reset your Password. The Bank may at any time change the procedures for subsequent logins to the Electronic Banking Channel. When no activity is detected for a pre-determined duration, you will be automatically logged out from the Electronic Banking Channel.

4.6 **Retrieval of Forgotten User ID and Reset of Password.** You may retrieve your User ID and change or reset your Password, Passcode or SecureWord at any time. You must comply with the requirements and procedures on User ID retrieval, changing or resetting Password, Passcode and SecureWord as the Bank may prescribe from time to time.

4.7 **Auto-Lock.** Your Electronic Banking Channel may be classified as dormant and will be automatically locked if there is no login activity over a such period of time as determined by the Bank. If your Electronic Banking Channel has become dormant due to inactivity, you will be able to re-activate your access by complying with the Password reset procedure in Clause 4.6 *Retrieval of Forgotten User ID and Reset of Password* or such other verification steps as the Bank may prescribe from time to time.

4.8 **Purpose.** You shall not use the Electronic Banking Channel for any purpose other than to utilise electronic banking facilities and services made available by the Bank or to access your accounts, products and services.

5. MOBILE APPLICATION

5.1 **Download.** You shall not download, install or operate the Mobile App on a Mobile Device which you do not own, a Mobile Device which you do not have exclusive control or a Device which is rooted or jail-broken.

5.2 **Application Stores.** You shall only download and install the official version of Mobile App (including subsequent updates) from Apple Store, Google Play Store, Huawei AppGallery or such other application stores that is approved by the Bank. You shall comply with the terms of services, device specifications and configurations as may be specified by the Apple App Store, Google Play Store, Huawei AppGallery or such other application stores that is approved by the Bank.



- 5.3 **Updates.** Update to the Mobile App may be issued by the Bank from time to time via the Apple Store, Google Play Store, Huawei AppGallery or such other application store that is approved by the Bank. You shall periodically check the application stores for update to the Mobile App and promptly download and install the new update once they are made available on the application stores. Where mobile application automatic update is available, you shall ensure that this feature is enabled for our Mobile App. Depending on the update, you may not be able to use the Mobile App until you have downloaded the latest version of the Mobile App and accepted any new terms.
- 5.4 **Do not Modify the Mobile App.** You shall not reproduce, modify or reverse engineer the Mobile App or permit another person to do so.
- 5.5 **Unauthorised Modification.** You acknowledge that any unauthorised modification to the Mobile Device's operating systems (jail-breaking or rooting), unauthorised bypasses to the Mobile Device's security features or unauthorised modification to the Mobile App may lead to security vulnerabilities, system instability, disruption of services and inability to apply future software update. We strongly caution against the Customer (a) downloading, installing or operating the Mobile App on any rooted or jail-broken Mobile Device; and (b) making any unauthorised modification to the Mobile App.
- Save and except for the Bank's gross negligence, wilful default or fraud, the Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with any unauthorised modification to your Mobile Device or the Mobile App. You shall keep the Bank fully indemnified against any claim 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.
- 5.6 **Mobile Device Compatibility.** The Bank cannot ensure that the Mobile App will be compatible or may be used with all Mobile Devices. The Mobile App currently only works on certain compatible mobile devices as determined by the Bank. The Bank may change the version of the operating system that works with the Mobile App. Some features may not be available on all platforms or operating systems. Detailed information on features, platforms and operating systems is available on the Bank's website.
- Save and except for the Bank's gross negligence, wilful default or fraud, the Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with your attempt to install the Mobile App into a non-compatible mobile device. You shall keep the Bank fully indemnified against any claim 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.
- 5.7 **Mobile App on "as is" Basis.** The Mobile App is made to you strictly on "as is" basis, and to the extent permitted under law and/or regulation. No warranty is made in relation to the Mobile App, including any warranty in relation to the merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded.
- 5.8 **Ownership and Licence.** The Bank remains the owner of the Mobile App at all times. In consideration of your agreeing to abide by these Electronic Banking Terms, we grant you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free limited licence to access and use the Mobile App on your Mobile Device subject to these Electronic Banking Terms and to any terms of service, rules or policies imposed by any mobile application store service provider. We reserve all other rights. We do not sell the Mobile App to you. The licence granted by us automatically terminates if you do not comply with these Electronic Banking Terms.

5.9 **Secure@24seven.** In relation to Customer who is defaulted to the alrajhi@24seven personal internet banking and alrajhi@24seven personal mobile banking channel, on your first login to the alrajhi@24seven personal mobile banking application, you will be prompted to activate Secure@24seven. Secure@24seven is a security feature which provides a convenient way to authorise or approve a transaction using your Mobile Device by a single tap.

5.10 **Biometric Credentials**

- (a) If usage of Biometric Credentials to authenticate your identity are permitted on the Mobile App and is supported on your Mobile Device, Biometric Credentials may be used in place of your User ID, SecureWord and Password to authenticate your access the Mobile App.
- (b) If you wish to use Biometric Credentials instead of your User ID, SecureWord and Password to access the Mobile App, you will be required to make the necessary election through the Mobile App to activate this option. Once activated, you will also be able to authenticate your access to the Mobile App and to perform such banking transaction as may be determined by the Bank from time to time.
- (c) The Bank may, in its absolute discretion and at any time, suspend, restrict or terminate your usage of Biometric Credentials to access the Mobile App due to security reasons. You may still gain access to your Mobile App using User ID, SecureWord and Password.
- (d) By activating this option, you acknowledge that the authentication of your identity will be completed by the Mobile App interfacing with the Biometric Credentials module on your Mobile Device. You understand that the verification is effected by the Mobile Device itself and that results of the verification will then be relayed by the Mobile Device to the Mobile App. We rely on the Biometric Credentials module on your Mobile Device to authenticate you and we do not collect or store your underlying biometric data.
- (e) You are aware that any Biometric Credentials stored on your Mobile Device (including that of a third party) can be used to access and perform transactions through the Mobile App and that the Bank will not be able to verify that it is your Biometric Credentials endorsed on the Mobile Device nor does the Bank have any obligation to do so.
- (f) If you wish to use Biometric Credentials instead of your User ID, SecureWord and Password to access the Mobile App, you must ensure that you do not store any third party Biometric Credentials on your Mobile Device as it will be recognised by your Mobile Device as your fingerprint or face. When you do that, you will enable the actual owner of the fingerprint or face to have access to your Mobile App and perform all functions available within the Mobile App. If you have previously stored any third party fingerprint or third party face other than your own on your Mobile Device, you are required to remove the fingerprint or third party face from your Mobile Device before activating this option. You are advised against the use facial recognition for authentication purpose if you have an identical twin sibling.
- (g) By activating this option, you warrant and represent that:
 - (i) the Biometric Credentials about you are true, accurate, genuine, untampered and not forged;
 - (ii) the Biometric Credentials are saved in a Mobile Device that you own, have exclusive control over and is not jailbroken or rooted;
 - (iii) you have not saved any other Biometric Credentials other than your own on your Mobile Device; and
 - (iv) you understand that the Biometric Credentials module of your Mobile Device is not provided by the Bank and the Bank makes no representation or warranty as to the availability, accessibility, security or functionality of the Biometric Credentials module of your Mobile Device.
- (h) Save and except for the Bank's gross negligence, wilful default or fraud, the Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising

(whether in contract, tort, negligence or otherwise) in connection with your use of Biometric Credentials and any unauthorised transactions through or in connection with the use of Biometric Credentials. You shall keep the Bank fully indemnified against any claim 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.

- 5.11 **Switching of Mobile Device.** You may switch your Mobile Device at any time. You must comply with the requirements and procedures on switching Mobile Device as the Bank may prescribe from time to time. Different procedures apply when you are switching a Mobile Device without changing your Registered Mobile Number and when there is a change to your Registered Mobile Number. If there is a change to your Registered Mobile Number, you must first comply with the requirements and procedures on registering a new mobile number as the Bank may prescribe from time to time. There is a cooling-off period as prescribed by the Bank after performing the switching of Mobile Device where Customers would not be able to use their account during this period.
- 5.12 **Loss/Stolen Mobile Device.** You must report the lost/stolen of Mobile Device via the channel made available by the Bank. Upon obtaining a new mobile device, you may perform switching of Mobile Device in accordance with Clause 5.11 *Switching of Mobile Device*.
- 5.13 **Multiple Mobile Device and User ID.** You are not allowed to download, install and operate the Mobile App using your User ID on more than the maximum number of devices at any one time as determined by the Bank from time to time. In addition, the same Registered Mobile Number cannot be linked or registered to more than the permitted number of User ID as determined by the Bank.
- 5.14 **You Cease to be a Customer of the Bank.** You shall comply with our requirements and procedures to close your account with us. Mere deletion or uninstallation of the Mobile App is not sufficient to close your account. If you cease to be a Customer of the Bank, you shall carry out a self-deregistration by deleting the Mobile App.

6. SECURITY MEASURES AND OBLIGATIONS

- 6.1 **Access Requirements may Change.** We use a range of measures to keep your information safe and secure. We may from time to time change our Electronic Banking Channel security arrangement 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 procedures. The Bank reserves the right not to support any prior version of the Electronic Banking Channel. The security features available on each Electronic Banking Channel may differ.
- 6.2 **Security Responsibilities.** You shall:
- (a) observe all security measures in relation to your accounts, products and services as well as access to the Electronic Banking Channel as may be prescribed by the Bank.
 - (b) take all reasonable care and precaution to keep safe, prevent loss, unauthorised access or fraudulent use of your Device, Biometric Credentials, User ID or the Electronic Banking Channel;
 - (c) keep Biometric Credentials, User ID and Security Code secure and confidential and not disclose them to any third party;
 - (d) securely dispose of any receipt or document issued by the Bank concerning your User ID or Security Codes;
 - (e) ensure that the User ID, Security Codes and screen lock codes of your Device must not consist of a string of letters or numbers that is easy to guess; we advise that you use a strong password consist of a combination of uppercase and lowercase letters, numbers and unique symbols and we advise that you avoid reusing your old password;

- (f) ensure that the Device, its software (including internet browser) and the network connection that are used in accessing our Electronic Banking Channel meet the minimum specifications and configurations as may be specified by the Bank from time to time and in relation to a Mobile App such additional specifications and configurations as may be specified by the Apple App Store, Google Play Store or Huawei AppGallery;
- (g) ensure that you install and maintain the necessary and up-to-date antivirus and security measures on your Device to prevent unauthorised access or fraudulent use of your Device;
- (h) ensure that you are accessing the Electronic Banking Channel from a secured network connection;
- (i) ensure that you are properly logged off upon completion of your use of the Electronic Banking Channel;
- (j) ensure that the operating system and security measures on your Device are up-to-date;
- (k) ensure that the Device that you use to access our Electronic Banking Channel will not allow recording of your activities;
- (l) in relation to internet banking, ensure that you access by keying in the correct internet browser address for alrajhi@24seven personal internet banking and remain vigilant against any fake websites;
- (m) in relation to mobile banking, ensure that you download and install the official version of Mobile App (including subsequent updates) from Apple Store, Google Play Store, Huawei AppGallery or such other application stores that is approved by the Bank and remain vigilant against fake mobile apps;
- (n) ensure that you have checked and confirmed that the correct SecureWord is displayed before entering your Password;
- (o) ensure that you only download mobile application to your Mobile Device from official sources;
- (p) change your Password on periodical basis or when requested to do so by the Bank from time to time;
- (q) periodically check the application stores for update to the Mobile App and promptly download and install the new update once they are made available on the application stores;
- (r) avoid accessing Electronic Banking Channel in a public place unless you are able to shield the entry of your User ID and Security Codes from anyone;
- (s) implement password or biometric authentication to unlock your Device;
- (t) monitor your account balances and check your statements regularly to detect any irregularities or unauthorised transaction;
- (u) keep yourself reasonably up-to-date with information on financial consumer awareness, financial scams and consumer alerts generally available on ours, Bank Negara Malaysia's and The Association of Banks In Malaysia's website;
- (v) not disable the Push Notification feature on your Mobile Device;
- (w) not access our Electronic Banking Channel using a public or any unsecured WiFi;
- (x) not allow any unauthorised third party to operate your Device or access the Electronic Banking Channel on your behalf;
- (y) not leave your Device unattended or not within your personal control in such a manner which may enable a third-party person to access the Electronic Banking Channel or to install any malicious software or mobile application into your Device;
- (z) not make a written record of the User ID and Security Codes;
- (aa) not store any third party's Biometric Credentials other than your own on your Mobile Device;

- (bb) not allow any third party to see your User ID, Security Codes and screen lock codes of your Device when it is entered into your Device;
- (cc) not download or install any software, mobile application, document or attachment from unknown or unverified sources; this is because it may be a malware designed to steal your personal details, and your online banking credentials;
- (dd) not download, install or operate our Electronic Banking Channel on any jail-broken or rooted Mobile Device; and
- (ee) not click on any link or URL sent from unknown, suspicious or unverified SMS, emails or any other messaging services.

6.3 Immediately Report. You shall immediately inform the Bank when you:

- (a) change your Registered Mobile Number, name, address or any other contact details as registered in the Bank's record;
- (b) notice that an issue with our Electronic Banking Channel that is preventing you from using it properly, or something amiss with our Electronic Banking Channel;
- (c) receive an SMS alert or Push Notification of an unauthorised transaction;
- (d) discover any errors, irregularities, unauthorised or fraudulent transaction;
- (e) may have clicked on any unknown or suspicious link, document or attachment on your Device or may have downloaded or installed any software or mobile application from unknown or unverified sources;
- (f) suspect, have reason to believe or become aware of, any suspicious or unauthorised transaction or unauthorised use in relation to your Device, Biometric Credentials, Security Codes, Mobile App, accounts, products or services;
- (g) suspect, have reason to believe or become aware of, any fraudulent or unlawful activities in relation to the accounts, products or services;
- (h) suspect, have reason to believe or become aware of, any unauthorised or fraudulent attempt by a third party to install and operate the Mobile App using your User ID and Security Codes on a third party device;
- (i) suspect, have reason to believe or become aware of, any unauthorised or fraudulent attempt by third party to change your Security Codes;
- (j) suspect, have reason to believe or become aware of, any unauthorised or fraudulent attempt by third party to gain remote access to your Device or Mobile App; or
- (k) suspect, have reason to believe or become aware, that your Device, Biometric Credentials, Security Codes, Mobile App, identification document, card, is lost, stolen, accidentally or negligently disclosed, breached or compromised or someone else knows the Security Codes.

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

6.4 Malicious Software. The Customer represents that, to the best of the Customer's knowledge, the Device used by the Customer to access to our Electronic Banking Channel are free from any electronic, mechanical, data failure or corruption, computer viruses, Trojan Horse, bugs and/or other harmful or malicious software of any kind whatsoever. The Customer agrees that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to services provided by any relevant internet service provider or information service provider.

6.5 Security Measures and Tips. We may provide guidance on how you can keep access to our Electronic Banking Channel safe but such guidance shall not be taken as exhaustive of all reasonable precaution that you should take. We may also provide guidance on the available

security features on our website in the form of FAQs. You shall always refer to the Bank's official website or contact the Bank's hotlines directly for information, verification and clarification when in doubt.

- 6.6 **Location-based Security.** Where location-based security feature is available in the Mobile App, you are strongly advised not to disable the location tracking feature of the Mobile App.
- 6.7 **Security of Communication Channel.** We will exercise due care and diligence, but we cannot guarantee the security of information transmitted by us to you through any form of communication channel including physical mail, email, telephone, in-App messaging, Push Notification or 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, WhatsApp messages, automated voicemail, voice call, fake alerts purporting to be from a legitimate source, disguised to be a genuine communication from the Bank or impersonating the Bank and you shall not respond by providing any security details and Security Codes.
- 6.8 **SMS Alerts and Push Notification**
- (a) We may send SMS notification or alert to your Registered Mobile Number to keep you updated on your account activity and selected types of transactions effected through Electronic Banking Channel. You acknowledge that the Bank may from time to time specify the types of transaction that will be subject to this service. The Bank may also send notification or alert to your registered email address or through Push Notification. You shall not disable the Push Notification feature on your Mobile Device.
 - (b) You shall immediately inform the Bank if you receive an alert for any suspicious transaction or unauthorised transaction. You shall exercise vigilance when going through these alerts and avoid calling or responding to phone numbers provided in a fake or suspicious alert or clicking on any link embedded in a fake or suspicious alert.
 - (c) Any SMS notification, transaction alert or Push Notification sent by us to you are dependent on the availability and quality of service of your network service provider and on such terms and conditions as may be agreed between you and your mobile network service provider. You are responsible for ensuring that your contact details are updated, accurate and complete.
 - (d) The transmission of any SMS notification, transaction alert or Push Notification is dependent on the availability and quality of service of your network service provider and on such terms and conditions as may be agreed between you and your mobile network service provider.
 - (e) The Bank does not have any control over network quality. As such, the Bank shall not be liable for non-delivery, delayed delivery or misdirected delivery of any SMS notification, transaction alert or Push Notification, error, loss, distortion or delay in transmission of such notification or alerts to you.
- 6.9 **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 activity relating to your accounts, products or services. In some circumstances, the Bank may require 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 unable to provide its reasons for exercising its rights due to legal and/or regulatory restrictions.
- 6.10 **Bank not liable. The Bank shall not be liable for any loss suffered by you from any unauthorised transaction that resulted from your non-compliance with the security measures advised by the Bank or your unreasonable delay in notifying the Bank of the matter listed in Clause 6.3 *Immediately Report* above.**
- 6.11 **Transmission of Security Codes and Instruction**

- (a) Any Security Codes generated by our Mobile App or sent by us to your Registered Mobile Number through SMS or Push Notification or sent by us to you through any other messaging services are dependent on the availability and quality of service of your network service provider and on such terms and conditions as may be agreed between you and your mobile network service provider. You are responsible for ensuring that your contact details are updated, accurate and complete.
- (b) The transmission of instruction from you to us through the Electronic Banking Channel is also dependent on the availability and quality of service of your network service provider and on such terms and conditions as may be agreed between you and your mobile network service provider.
- (c) The Bank does not have any control over network quality. As such, the Bank shall not be liable for non-delivery, delayed delivery or misdirected delivery of any Security Codes, error, loss, distortion or delay in transmission of information and instruction to/from you.

6.12 **Kill Switch.** A Kill Switch is a self-service security feature made available by the Bank. Once activated by the Customer, the Kill Switch will deactivate elected access to accounts, products and/or services through any of the Bank's Electronic Banking Channels. You acknowledge that the Kill Switch merely disables the usage of electronic channel to access the elected accounts, products and/or services and it does not freeze or suspend the accounts, products and/or services itself. You shall read and understand the FAQ on our website to understand the feature and limitation of a Kill Switch. In order to deactivate Kill Switch and to regain access to Bank's Electronic Banking Channels, you have to follow the reactivation steps as prescribed by the Bank.

6.13 **Cooling-Off Period.** The Bank may impose a mandatory cooling-off period on any activity as prescribed by the Bank from time to time. This includes but not limited to first time activation of the Electronic Banking Channel or switching of Mobile Device. You acknowledge that the cooling-off feature will disable all outgoing fund transfer or payment transaction other than those initiated by the Bank and/or by way of earlier standing instructions and/or future dated payments. The cooling-off period will last for such duration as prescribed by the Bank. You shall read and understand the FAQ on our website to understand the feature and limitation of the cooling-off feature. If you require access to your funds urgently, please contact the Bank's customer support for assistance. You understand that the cooling-off period is a security feature to preserve any credit balances in your account and if you are requesting the Bank (which the Bank may reject in its discretion) to shorten, suspend or disable the cooling-off feature, you are assuming the risk of unauthorised transaction or unauthorised use of the Electronic Banking Channel.

7. BANKING SERVICES

7.1 **Banking Services.** Upon the activation of an Electronic Banking Channel, you will be able to access your accounts, products and services provided by the Bank through that Electronic Banking Channel, use various electronic banking facilities and services made available by the Bank, and carry out various transactions, including without limitation, review account information and transaction history, review account statements, operate and provide instruction to the Bank, performing payment and banking transaction, applying for accounts, products and services, managing transaction limits, changing password and other security settings, updating personal information and managing standing instruction or scheduled payment and such other services made available by the Bank from time to time. The list of Banking Services available can be found in the FAQ available on our website or are as featured in the Electronic Banking Channel.

7.2 **Different Scope and Features.** The Banking Services available on each Electronic Banking Channel may differ. You acknowledge and agree that certain Banking Services, functions and/or features are only available on selected Electronic Banking Channel. We do not promise these may or may not become available for other Electronic Banking Channel.

7.3 Rize mobile banking application

- (a) We may offer our accounts, products and services through a new mobile application under a separate and distinct brand name known as Rize pursuant to our digital banking initiative.
- (b) The Rize mobile banking application is a separate and distinct mobile application from our existing mobile banking application known as alrajhi@24seven. The Bank may introduce mobile application features which are different from our existing offering under our current alrajhi@24seven brand name.
- (c) You acknowledge that the Rize mobile banking application is our branchless banking delivery channel. If you are a Customer on the Rize mobile banking application, we strive to serve you remotely without requiring you to make any physical visit to our branches.
- (d) We may, with advance notice to you, change our brand from time to time and where we do exercise this right, you shall cooperate with us to take all such action as may be reasonably necessary, appropriate or advisable to ensure that our mobile banking application or product is identified only by its new name.

7.4 **Limits.** The Bank has a right to determine and impose a default transaction limit for transactions carried out through any Electronic Banking Channel. However, you may from time to time change the transactions limit up to the maximum allowable limit as notified by the Bank. The default limits and the maximum allowable limits are available on our website and in the Mobile App and is subject to change from time to time.

7.5 **New or Revision to Banking Services.** We may from time to time make available new or revise existing Banking Services, features or functions accessible through any Electronic Banking Channel. Where we prescribe additional terms and conditions pursuant to these new or revised Banking Services, features or functions we will give prior written notice to you in accordance with Clause 1.7 *Changes and Variation* above. The Bank reserves the right not to support any prior version of the Electronic Banking Channel.

7.6 Service Availability

- (a) Our Electronic Banking Channels are intended to be available twenty-four (24) hours daily unless we notify you otherwise. However, we do not guarantee that the Electronic Banking Channels will always be available or be uninterrupted.
- (b) We will use reasonable effort to inform you of any (i) scheduled downtime where the Bank carries out maintenance over our systems and equipment; or (ii) unscheduled downtime when any Electronic Banking Channel becomes unavailable. You acknowledge that the Bank may not be able to provide advance notice in the following circumstances:
 - (i) technical, security, legal or regulatory reasons; or
 - (ii) external circumstances which are out of our control such as network connection or issue with your Device.
- (c) Our Electronic Banking Channel is made available to you on an “as is”, “where is” and “as available” basis and without any representation or warranty, whether express, implied or statutory.
- (d) We will not be liable to you if for any reason our Electronic Banking Channel is unavailable at any time or for any period.

7.7 Usage outside of Malaysia

- (a) Our Electronic Banking Channel is designed for use in Malaysia. The information and material within the Electronic Banking Channel are intended for Customers or potential customers in Malaysia and are not intended for distribution to or access by any person in any other jurisdiction where such distribution or access are restricted or prohibited by law. If you are not located in Malaysia, we are unable to provide you with any account,

product or service in the jurisdiction you are located in. If in doubt, please check with your professional adviser or local regulatory authority for further information. It is your responsibility to keep yourself informed of and to ensure that you comply with the applicable laws and regulations of any relevant jurisdiction. We cannot guarantee that the information and material within our Electronic Banking Channel comply with laws of other jurisdictions. Nothing within our Electronic Banking Channel shall be construed as an offer from us or our product partners to provide, or an invitation to acquire from us or our product partners, any account, product or services to any person located in jurisdiction where it would be illegal to do so.

- (b) The use of our Electronic Banking Channel outside of Malaysia is subject to the Islamic Financial Services Act 2013, the foreign exchange policy of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is completed or requested, the laws and regulations of Malaysia and the country where the transaction is effected or requested.

7.8 Payment. Where a Customer uses our Electronic Banking Channel to initiate a payment instruction from a merchant's or recipient's website and/or mobile device for his or her online transaction or online purchases, or to initiate a payment instruction at the point of sale, or authorise a payment instruction, the Customer shall be responsible for the security of the Device, User ID, Biometric Credentials, Security Codes and transaction at all times. You are also responsible for ensuring that the transaction amount displayed is correct and the identity of the intended recipient is correct prior to confirming the payment. The transaction amount displayed shall be deemed to be correct upon your confirmation to proceed with the payment instruction. The Bank is under no obligation to verify that the amount paid by you matches the merchant's amount and has no obligation to verify whether the recipient is the intended recipient of the fund. You must exercise vigilance when using the Electronic Banking Channel to complete any payment instruction.

7.9 Resolving Dispute with a Merchant or Recipient of Fund

- (a) The Bank is not a party to any transaction between you and a merchant or the recipient of your fund and will not be liable for any act or omission of any merchant or the recipient of your fund including any refusal by merchant to accept payment to be effected through our Electronic Banking Channel, or any defect or deficiency in any goods or services supplied to you.
- (b) You must resolve all complaints, claims and disputes against any merchant or the recipient of your fund directly including agreeing to any reversal on the amount paid or transferred and you agree not to involve us in any such claim, dispute or legal proceedings.
- (c) Even if you have a dispute with a merchant or the recipient of your fund, your payment instruction is still irrevocable once we have debited it from your account. We shall not be liable for any payment remitted to a merchant or the recipient of your fund notwithstanding any claims and/or disputes that you may have against that merchant or the recipient of your fund.

7.10 Third Party Materials

- (a) The Customer understands that our Electronic Banking Channels may provide you access to information, products, services and other materials by third parties (**Third Party Materials**) or may contain hyperlinks to websites owned or operated by third parties. These hyperlinks are included for informational purposes and your convenience only. We reserve the right to add or remove any such Third Party Materials without notice.
- (b) We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, suitability or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in these Electronic Banking Terms shall be deemed to be a representation or warranty by us with respect to any Third Party

Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the website or Mobile App at any time. In addition, the availability of any Third Party Materials through the website or Mobile App does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

- (c) Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials). You must take your time to carefully read through and understand the applicable terms and conditions. Where these additional terms and conditions are issued by us, these additional terms and conditions shall form part of and supplement these Electronic Banking Terms. You must exercise your independent judgement and due consideration whether to access, acquire or purchase any products or services from these third parties.
- (d) Where these Third Party Materials are products and services offered by our overseas affiliate, the products and services offered may be limited to persons located in that jurisdiction only and that the content of such websites is not intended for distribution in jurisdiction where it would be illegal to do so.
- (e) The Bank is not a party to any transaction between you and such third parties and will not be liable for their act or omission in relation to transactions effected through our Electronic Banking Channel, or any defect or deficiency in any goods or services supplied to you. You must resolve all complaints, claims and disputes against any such third parties directly including agreeing to any reversal on the amount paid or transferred and you agree not to involve us in any such claim, dispute or legal proceedings.
- (f) We disclose to you that we may be compensated by these third parties for making available such Third Party Materials and embedding hyperlinks to third party website on our Electronic Banking Channel. By accessing such Third Party Materials, you are consenting to us disclosing your information which is necessary for the completion of any of your transaction with such third party service providers.

7.11 **Inaccurate Information.** While we make reasonable efforts to ensure that the product information, pricing and rates on our Electronic Banking Channel are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rates is or are inadvertently displayed. If any such information, pricing or rate is incorrect or incomplete, the Banks may refuse, avoid, nullify and/or cancel any orders placed and or any transaction effected as a consequence of such inaccurate or incomplete information. We expressly disclaim liability for any losses incurred due to such errors, inaccuracies, misstatements or omissions, except to the extent caused solely by our gross negligence, wilful default or fraud.

8. YOUR INSTRUCTION AND AUTHORISATION

8.1 Authorisation

- (a) You authorise us to act upon any of your instruction, authorisation or confirmation in relation to any account, product or service provided to us through our Electronic Banking Channels or any of your instruction, authorisation or confirmation (whether or not generated by the Electronic Banking Channels) which is confirmed or approved using the Electronic Banking Channels (including Secure@24seven).
- (b) Any instruction, authorisation or confirmation received by the Bank through our Electronic Banking Channels which is accessed using your User ID, Security Codes, Biometric Credentials or any instruction, authorisation or confirmation howsoever generated which has been approved or confirmed using the Electronic Banking Channels, shall be deemed instructions, authorisations and confirmations given by you or on your behalf to the Bank.

- (c) The Bank is hereby authorised to act in accordance with such instructions, authorisation or confirmation without inquiry on its part as to the identity of the person giving or appearing to give such instructions, authorisations or confirmations or as to the authenticity of such instructions, authorisations or confirmations.
- (d) You accept risks associated with carrying out transactions through the internet and mobile electronic devices and the risks of instruction given in this manner including the risk of such instructions, authorisations or confirmations being given by unauthorised persons.

8.2 **Clear instruction.** All instructions given to the Bank through our Electronic Banking Channels must comprise of accurate and complete details as the Bank may specify from time to time and made in the mode, manner and accordance with the conditions prescribed by or acceptable to the Bank. You authorise us to carry out your latest instructions even though they conflict with or are inconsistent with other instructions or mandates previously given by you to the Bank.

8.3 **Confirmation.** 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.

8.4 **Cancellation or Amendment.** Any instruction to the Bank for cancellation, revocation, reversal or amendment of your earlier instruction will only be effected if your request is received and effected before the earlier instruction is executed. The Bank may impose a fee upon you for doing so.

8.5 **Bank's Right of Refusal.** The Bank reserves the right to refuse to carry out any of your instructions without prior notice. This may include, without limitation, where:

- (a) such instruction is in breach of any of these Electronic Banking Terms;
- (b) there is any delay or failure to provide the necessary supporting documentation on your part as required by the Bank in relation to an instruction;
- (c) the supporting documentation provided is not satisfactory to the Bank for its due diligence purposes;
- (d) such instruction will result the limit set by the Bank or the Customer from time to time to be exceeded;
- (e) inconsistent with the Bank's policy or any rule and regulations as may be in effect from time to time;
- (f) we suspect a breach of security or if circumstances are suspicious; or
- (g) any other circumstances mentioned in Clause 11.3 *Circumstances where the Bank may impose restriction* of the General Terms and Conditions.

8.6 **Cut-off Time.** All instructions provided to us are subject to the Bank's daily cut-off time. Any instructions transmitted by you after the relevant cut-off time on any day will be posted in the books and records of the Bank on or for the next Business Day following the date of the instruction. The cut-off time for processing instructions and transactions may be varied by the Bank from time to time at its absolute discretion. Information on cut-off time is available on the Bank's website.

9. VALIDITY OF TRANSACTIONS

9.1 **Customer Liable for All Transactions.** You shall be liable to the Bank for all transactions (including relevant fees and charges) effected, approved or confirmed through any Electronic Banking Channel. If any of your Device, User ID, Biometric Credentials, Security Codes has been misused, lost, stolen or breached and unauthorised transactions were carried out through the Electronic Banking Channel, the Customer shall be liable for all unauthorised transaction until the date and time of receipt by the Bank of the Customer's notification.

- 9.2 **Burden of Proving Unauthorised Transactions.** If you dispute any unauthorised transaction, you will still be liable for such disputed transaction if we prove that you have:
- (a) acted fraudulently;
 - (b) disclosed your User ID and Secure Codes to a third party;
 - (c) failed to take reasonable steps to keep your Device, User ID, Biometric Credentials and Security Code secure at all times; or
 - (d) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Device, User ID, Biometric Credentials and Security Code.
- 9.3 **Bank's Record of Transactions Binding.** We shall be entitled to treat our record of your instruction or communication effected through any Electronic Banking Channel which are accessed using your User ID, Security Codes, Biometric Credentials or approved via Secure@24seven as conclusive and binding evidence of your instruction or communication. We are also entitled to treat our record any transaction effected through any Electronic Banking Channel which are accessed using the Customer's User ID, Security Codes, Biometric Credentials or approved via Secure@24seven as conclusive and binding evidence that such transaction is properly effected by you. This includes record in the form of our computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of electronic information storage may be used as evidence in any proceedings in connection with these Electronic Banking Terms. You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer or electronic device.
- 9.4 **Complaint.** If the Customer has identified an unauthorised transaction and has raised this to our attention, we will conduct an investigation within reasonable time. In the event that the Customer is not satisfied with our investigation and decision in relation to any unauthorised transaction, the Customer may refer the dispute to the Ombudsman for Financial Services for resolution of the said dispute.

10. INDEMNITY BY YOU

- 10.1 **Indemnity.** Save for gross negligence, fraud or wilful default on the part of the Bank, you hereby agree to be liable for and to fully indemnify the Bank and keep the Bank fully indemnified from and against any and all claims, damages, losses, liabilities, costs (legal or otherwise including costs on a solicitors and client basis and party to party costs), charges and expenses arising (directly or indirectly) or which may arise out of:
- (a) your breach or violation of these Electronic Banking Terms;
 - (b) your use, purported use or misuse of our Electronic Banking Channel;
 - (c) your fraudulent, negligence, mistake, wilful act, error and/or omission;
 - (d) your use of our Electronic Banking Channel for any illegal or unlawful purpose;
 - (e) your non-compliance or breach of any of your obligation, covenant, undertaking and/or instructions to the Bank;
 - (f) your failure or delay to keep the Bank updated in respect of any change to your information and details pertaining to you or your account;
 - (g) your infringement or misuse of our or third party's trademark, copyright or Intellectual Property right;
 - (h) any unauthorised or inaccurate instruction;
 - (i) any action, claim, demand or proceeding brought against the Bank as a result of any instruction effected by the Bank;

- (j) any of your non-compliance with the security measure advised by the Bank or your unreasonable delay in notifying the Bank of the matter listed in Clause 6.3 *Immediately Report* above;
- (k) any transaction effected or purportedly effected on your instruction;
- (l) any performance by the Bank of its discretion, power or duty in connection with these Electronic Banking Terms; or
- (m) your decision to activate (insofar as it relates to any self-service security feature) or to de-activate (where de-activation is permitted by the Bank) any security feature including without limitation the Kill Switch and Cooling-Off period.

10.2 **This Clause Survives Termination.** You acknowledge and agree that your obligations under this Clause 10 *Indemnity By You* will survive the termination of these Electronic Banking Terms.

11. EXCLUSION OF LIABILITY

11.1 Disclaimer of Warranty

- (a) You acknowledge and agree that the Bank makes no warranty or representation with respect to our Electronic Banking Channels and the services made available through our Electronic Banking Channels, whether express or implied, including but not limited to title, merchantability, fitness for purpose, satisfactory quality or compliance with description and non-infringement.
- (b) We do not warrant or represent, that the Electronic Banking Channels will meet your requirements and purposes, that access will be uninterrupted or error free, or that there will be no loss to data transmission, or that no computer virus or other contaminant will be transmitted. Due to the nature of the internet, we will have no control and would not be responsible over breakdown or malfunction in the telecommunication or network infrastructure which may lead to loss of data, delayed in transmission or inaccurate data transmission.
- (c) Although the Bank shall use reasonable endeavours to ensure that the Electronic Banking Channel is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security or confidentiality of any information transmitted through the internet.

11.2 **No Liability.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. The Bank shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss, embarrassment, goodwill expenses, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damage incurred or suffered by you by reason of or in connection with any of the following:

- (a) any malfunction, breakdown, disruption or unavailability of our Electronic Banking Channel;
- (b) any of our service not being accessible or available or not functioning through our Electronic Banking Channel;
- (c) any failure, malfunction, delay, loss or damage caused by your Device, software (including internet browser) network service provider or any equipment not under the control of the Bank;
- (d) any computer or system virus interference that may interfere with our Electronic Banking Channel, our system, your system or your internet service provider's system;
- (e) any loss, theft or unauthorised use of your User ID, Biometric Credentials, Security Codes or Device due to your failure to observe obligations under these Electronic Banking Terms;
- (f) any delay in informing the Bank of any loss, theft or unauthorised use of your User ID, Biometric Credentials, Security Codes or Device;

- (g) your non-compliance with the security measures advised by the Bank or your unreasonable delay in notifying the Bank of the matter listed in Clause 6.3 *Immediately Report* above;
- (h) any corruption, destruction, alteration, loss of or error in your instruction, data or information in the course of transmission to and from us;
- (i) any use of our Electronic Banking Channel on a jail-broken or rooted Mobile Device;
- (j) any prohibition, suspension, delay or restriction of your access to our Electronic Banking Channel by laws and regulations of any country from which you access our Electronic Banking Channel;
- (k) any non-compliance with an instruction where the Bank knows or has reasonable ground to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed;
- (l) any inaccuracy or incompleteness of information, data or instruction given by you and our reliance thereof;
- (m) any delay or failure to provide the necessary supporting documentation on your part as required by the Bank in relation to an instruction;
- (n) your breach failure, neglect or omission to act in accordance with:
 - (i) the Electronic Banking Terms;
 - (ii) the user guide, instructions, procedures and directions for using our Electronic Banking Channel;
 - (iii) any other Bank's rules, regulations, policies and guidelines, and
 - (iv) any laws and regulations binding on you governing your usage of our Electronic Banking Channel;
 for the time being in force;
- (o) any forgery or fraudulent activity carried out by any of your director, senior management, employee, shareholder, partner, office-bearer, trustee, authorised signatory, agent and any other person acting your behalf;
- (p) any loss or damage suffered arising from unauthorised disclosures, except where such unauthorised disclosure resulting to the loss/damage is directly caused by the Bank's gross negligence, fraud or wilful default;
- (q) any reliance placed by you on Third Party Materials;
- (r) any other circumstances not under the control of the Bank, including but not limited to, 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;
- (s) us exercising our discretion or right provided for under these Electronic Banking Terms;
- (t) us accepting and acting on your instruction for which we believe in good faith to have originated from you;
- (u) any remote interception as a result of any computer viruses, Trojan Horse, harmful or malicious software of any kind whatsoever stored in any device or equipment beyond the Bank's control; or
- (v) any activation of security feature (including your decision to activate any self-service security measure) or your decision to de-activate any security feature (where de-activation is permitted by the Bank) including without limitation the Kill Switch and Cooling-Off period.

11.3 Limitation of Liability. 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.

11.4 **This Clause Survives Termination.** You acknowledge and agree that your obligation under this Clause 11 *Exclusion of Liability* will survive the termination of these Electronic Banking Terms.

12. COLLECTION AND DISCLOSURE OF CUSTOMER INFORMATION

12.1 Information Collected from Use of Electronic Banking Channel

- (a) We may collect or use tools provided to us by our service provider to collect certain data from you and from your Device when you use our Electronic Banking Channel for purposes which, include but without limitation, to perform eKYC, to prevent fraud or misuse, to identify suspicious behaviour, to maintain security of our Electronic Banking Channel, to understand your use of the Electronic Banking Channel, to improve the Electronic Banking Channel, to authenticate your identity and to provide account, product and services to you. This includes, usage data, information about the Device you use to the Electronic Banking Channel, information stored in the photo library of your Device, contact details stored in your Device, log data, and geolocation information. Certain features on our Mobile App will only work if we have permissions to your camera, contacts, location and storage.
- (b) We may use cookies and similar technologies (collectively, **Cookies**) to recognise you, perform authentication when you use our Electronic Banking Channel and to customise as well as improve your online experience. This function will not be available to you if you set your Device or software to block these Cookies. If you do not block the Cookies, your continued use of our Electronic Banking Channel indicates the acceptance of the use of Cookies by the Bank.
- (c) Please refer to Clause 9 *Disclosure of Customer Information* of the General Terms and Conditions and our Personal Data Protection Notice which explains what information we collect from you and your Device, how we process your information and who do we share your information with. Your registration and continued use of our Electronic Banking Channel constitute your consent to the Bank collecting, processing and sharing your information.

12.2 **Disclosure of Information Pursuant to Supplementary Terms.** When you use any one of those services which is subject to the Supplementary Terms, you are consenting to us collecting, processing and disclosing your information in accordance with the terms of the Supplementary Terms.

13. INTELLECTUAL PROPERTY

13.1 **The Bank owns Intellectual Property in our Mobile App and website.** All right, title and interest in and to any software (including without limitation the Mobile App, our website), data, materials, content, printed and electronic documentation developed, provided or made available by us to you, and any and all technology and any material created or derived from any of the foregoing (**AI Rajhi Materials**) are the exclusive property of the Bank and its licensors. All such rights are reserved.

13.2 **When you can use AI Rajhi Materials.** You may use the AI Rajhi Materials only for your own benefit and only as necessary to obtain our services. Subject to your compliance with these Electronic Banking Terms, we grant you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access and/or make use of the AI Rajhi Materials.

The licence granted by us will terminate if you do not comply with these Electronic Banking Terms.

13.3 **When you cannot use Al Rajhi Materials.** Unless you have received written permission from us, you may not, and may not attempt to, directly or indirectly:

- (a) use any of the Al Rajhi Materials for any commercial purpose or otherwise infringe our Intellectual Property rights;
- (b) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Al Rajhi Materials to any person or entity;
- (c) remove, obscure, or alter any notice of any of our trademarks, or other Intellectual Property appearing on or contained within any Al Rajhi Materials;
- (d) modify, copy, tamper with or otherwise create derivative works of any software included in the Al Rajhi Materials; or
- (e) reverse engineer, disassemble, or decompile the Al Rajhi Materials or apply any other process or procedure to derive the source code of any software included in the Al Rajhi Materials.

13.4 **Al Rajhi Trademarks.** Except as otherwise stated in our Electronic Banking Channel, we or our affiliate own the Intellectual Property in the service marks, trademarks, trade names and logos on the website and this may include trademarks, trade names and logos which are unregistered (**Al Rajhi Trademarks**). We may also display the service marks, trademarks, trade names and logos of third party which we do not own (**Third Party Trademarks**). These Al Rajhi Trademarks and Third Party Trademarks may not be copied, modified, reproduced, used for creating derivative works, adapted, distributed, published, or stored in any information retrieval system, transmitted, hyperlinked, in whole or in part in any manner without the Bank's prior written consent or in the case of Third Party Trademarks, the prior written consent of the relevant third party proprietor. None of us, our affiliate or the relevant third party grant any licence, permission, or right to use, copy, or reproduce any Al Rajhi Trademarks and Third Party Trademarks.

14. ELECTRONIC SIGNATURES

14.1 Electronic Signatures

- (a) The Bank has the discretion to permit any document requiring your signature to be signed by you electronically in accordance with the Electronic Commerce Act 2006 or Digital Signature Act 1997.
- (b) Where such discretion is exercised by the Bank, the Bank may use the service of third party service provider to collect and link your electronic signature to such document and you shall consent to use the third party services to sign the document.
- (c) You shall ensure that the electronic signature on the document is affixed and authenticated by you with the intention of signing the document and you shall not and will not permit any other person to assist you in fixing and authenticating your signature.
- (d) Such electronic signature appearing on the document shall have the same effect as a handwritten signature of the Customer and the Customer's use of an electronic signature shall have the same validity and legal effect as the use of a signature affixed by hand and is made with the intention of authenticating such document and evidencing that Customer's intention to be bound by the terms contained therein.
- (e) Where the Customer is organized as a company, partnership, club, society, association, charitable trust, government bodies, sole proprietor or any other legal entities, references to "you" in paragraph (a) to (c) above include each authorised signatory, the Customer and the sole proprietor.



14.2 **Electronic Delivery.** The Bank has the discretion to accept delivery of any document (including for avoidance of doubt, a document bearing the Customer's handwritten or electronic signature) by electronic means. Such electronic delivery shall have the same force and effect as if the original document has been physically delivered to the Bank. Notwithstanding the electronic delivery, the Bank shall have the right at any time to request that the Customer to deliver the original document.

15. Joint Account

15.1 **Account Operated by Single Signing Authority.** Where we are instructed and authorised to act on the instruction of any one of the accountholders singly, we may permit any or all of the joint accountholders to apply for access to our Electronic Banking Channel to operate the joint account. Our Electronic Banking Channel will not be made available to joint accountholders where the operating mandate requires more than one signatory.

15.2 **Consent from All Joint Accountholder.** In this regard, the Customer warrants and represents to the Bank that the Customer has obtained the consent and authorisation from all other joint accountholders to register for access to our Electronic Banking Channel and to be bound by these Electronic Banking terms.

15.3 **Instruction Binding on All Joint Accountholders.** Any instruction received from one joint accountholder will be deemed to be regular, genuine, irrevocable and binding on the joint accountholders jointly and severally.

15.4 **Joint and Several Liability.** 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.

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

16. COMPANY / PARTNERSHIP / CLUB / SOCIETY / ASSOCIATION / SOLE PROPRIETOR

16.1 Organisation as Customer

- (a) If the Customer is organized as a company, partnership, club, society, association, charitable trust, government bodies, sole proprietor or any other legal entities, we will require a list of authorised signatories and their specimen signatures who can give instructions on the Customer's behalf.
- (b) However, if the Customer's account is opened via the Rize mobile banking application and the default Electronic Banking Channel is the Rize mobile banking application, you (being the individual who has downloaded and is operating the Rize mobile banking application) represent and warrant to us that you are an authorised signatory who has been properly authorised and mandated by the organisation to:
 - (i) apply for any account, product or services from us via the Rize mobile banking application;
 - (ii) register for that Electronic Banking Channel for the purposes of accessing such account, product or services;
 - (iii) operate or give instruction to the Bank in relation to such account, product or services; and
 - (iv) bind the organisation to any applicable terms and conditions.
- (c) You further acknowledge that the account that you have applied for on behalf of the organisation is a business account and you must not use it for personal banking purposes.

- (d) The Customer shall provide such document and information that we will need in respect of its authorised signatories and satisfactory document or resolution evidencing the grant of authority to the authorised signatories. We are authorised to act on instructions given by your authorised signatories in respect of your accounts, products 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 signatories, the Bank shall be entitled to act on instructions given by any one or more of the authorised signatories.
- 16.2 **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 change 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.
- 16.3 **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, retirement, resignation, admission of new individual or any change in membership and these General Terms and Conditions shall continue to remain valid and binding; and
- (c) any demand, notice or communication given by the Bank to one or more Customer Parties will be deemed to be a demand, notice or communication received by all Customer Parties.
- 16.4 **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.
- 17. ACCEPTABLE USE**
- 17.1 **Lawful Purposes.** You may use our Electronic Banking Channel for lawful purposes only. You must not use our Electronic Banking Channel:
- (a) in any manner which breaches any applicable law or regulation or causes the Bank to be in breach of any applicable laws or regulation;
- (b) in any manner which is unlawful or fraudulent, or has or facilitates any unlawful or fraudulent purpose or effect;
- (c) in any manner which is in contravention of Sanction, Anti-Corruption Laws, and Anti-Money Laundering Laws;
- (d) in any manner which interferes with, damages, or disrupts our Electronic Banking Channel, or any equipment, software or network used by us or our service provider to make available the Electronic Banking Channel;
- (e) in any manner which interfere with the access to or use of our Electronic Banking Channel by other customers and you must also not hack, attempt to hack or gain unauthorised access to our Electronic Banking Channel, or unauthorised access to other customer's account; and

(f) for any non-*Shariah* compliance purpose.

17.2 **Content.** Where you are permitted and does contribute content to our Electronic Banking Channel, you must ensure that your contribution does not contain any content which is illegal, unlawful, inappropriate, culturally insensitive, obscene, non-*Shariah* compliant, offensive, abusive hateful, provocative, objectionable, libellous, defamatory, deceptive, or content which promote sexually explicit material, violence, discrimination, or content which infringes any intellectual property rights or content which invades another's privacy.

17.3 When you are providing content through our Electronic Banking Channel, you are licensing such content to us and our service provider. We and the service provider may use, modify, display, distribute and create new material using such customer content to provide services to you.

18. Right to Transfer Your Account

(a) When you open an account with us through the Rize mobile banking application, you are establishing a banking relationship with AL RAJHI BANKING & INVESTMENT CORPORATION (MALAYSIA) BHD (Registration No.: 200501036909 (719057-X)). We reserve the right to revise the branchless support model. We may transfer or assign the maintenance of your accounts, products or services to any of our existing branch by giving reasonable notice to you.

(b) If you are an accountholder under the Al Rajhi Bank brand name and we have previously approved your access to our alrajhi@24seven personal internet banking and/or alrajhi@24seven personal mobile banking, we may by giving reasonable notice to you, transfer the maintenance of your accounts to the Rize mobile banking application.

19. RIGHTS CUMULATIVE, WAIVER

(a) The rights of the Bank under these Electronic Banking Terms are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law.

(b) No act, omission, failure or delay by the Bank in exercising any power, right or remedy under these Electronic Banking Terms shall be taken as a waiver by the Bank unless the waiver is confirmed by the Bank in writing.

(c) 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.

20. TAPE RECORDING

We may choose (but are 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.

21. 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 Electronic Banking Terms without our prior written consent. We reserve the right to transfer, assign or novate these Electronic Banking Terms or any right or obligation under Electronic Banking Terms at any time



without your consent. This does not affect your rights to terminate your access to the Electronic Banking Channel.

22. SEVERABILITY

If any provision of these Electronic Banking Terms 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.

23. 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 Electronic Banking Terms and references to the Customer in these Electronic Banking Terms means each of those persons.

24. TIME OF THE ESSENCE

Time shall be of the essence.

25. RELATED TERMS AND CONDITIONS

- (a) Your usage of the accounts, products or services made available by us is subject to the General Terms and Conditions and the Specific Terms and Conditions applicable to that specific account, product or service.
- (b) 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.

26. ZAKAT

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

27. GOVERNING LAW AND JURISDICTION

27.1 **Governing Law.** The provisions of these Electronic Banking Terms shall be governed by, and construed in accordance with, the laws of Malaysia.

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

[End of Document]