

## PERSONAL DATA PROTECTION NOTICE

(Version: 1 February 2024)

**Al Rajhi Banking & Investment Corporation (Malaysia) Bhd** (“ARBM”, “the Bank”, “we”, “our”, “ours” or “us”) values your privacy and is committed to protecting your personal data. We will only process, collect, use, record, store, disclose and retain your personal data in accordance with applicable laws including the Personal Data Protection Act 2010 and this Personal Data Protection Notice (“Notice”). This Personal Data Protection Notice is applicable for individuals, sole proprietors, non-individuals including but not limited to partnerships, limited liability partnerships, charitable/non-profit organisations/societies/associations, co-operatives, public limited companies, private limited companies and all other entities the Bank establishes a relationship with.

### Sources of Personal Data Obtained

The Bank processes the personal data provided by you and/or a service provider engaged by the Bank. When we obtain your personal data, we make sure that the personal data is obtained in accordance with applicable laws, which may include (but is not limited to) the following:

- the forms (physical and/or electronic) and supporting documents that you have or may be required to fill/submit for purposes and in connection with your application for our products and/or services (“**Product and/or Services**”);
- your utilisation of our Products and/or Services;
- from your communications with us through various methods such as emails, social media (Direct and Private messages and Comments) and letters, telephone calls and conversations you have with the Bank’s personnel and/or our authorised agents;
- CCTV footages, videos, photos and/or images when you use our facilities;
- information you provided in customer surveys or when you participate in or sign up for any of our contests or campaigns; and
- information from the public domain and third parties (if any) such as your employers, joint account holders, guarantors and/or prospective guarantors, security providers, legal representatives, executor or administrator, authorities, statutory bodies or government agencies, credit bureaus or agencies which provide credit or other information, our related and/or associated companies and affiliates, service providers, strategic business partners, marketing service providers, any other relevant bodies, agencies or partners in connection with our Products and/or Services or such other third parties.

## Types of Personal Data Collected

The types of personal data we collect may vary according to the banking relationship that is established. The personal data collected may include (but is not limited to) the following:

- your identity (including your name, company name, NRIC number / passport number / company registration number / society registration number, other identification number or details, birth details, gender, nationality, signature, photo);
- your biometric data (including the facial image, fingerprint, your voice or that of your authorised officers);
- your contact information (including your telephone number, email, mailing address, registered address, any other address(es), electronic mail and fax number);
- your location (country or region, not your precise location)
- your background (including but not limited to your marital status, number of dependents, employment information, education information (where applicable), shareholding structure);
- your financial details and related information (including but not limited to your income, bank account number, financial commitments, credit information, bankruptcy and/or winding up disclosures, statement of accounts);
- your assets and / or property details in relation to and / or as necessary for any facilities granted or to be granted by the Bank; and
- personal data provided, collected, and maintained when you use our electronic banking channel or mobile application, which includes but is not limited to usage data, information about the device you use to access the electronic banking channel or mobile application, information stored in the photo library of your device, contact details stored in your device, log data, geolocation, and all relevant information.

Your personal data provided to us must be complete, accurate, and truthful at all times. All personal data such as name, address, phone number, and electronic mail that you provide to us must be complete, accurate, and truthful at all times. You must promptly update us in writing or through channels made available by the Bank of any changes to your information. We are not responsible for any losses or damages arising out of your failure to do so. The Bank may rely on information about you as stated in the Bank's records as complete, true, and correct until you notify the Bank in writing of any changes and the Bank has had sufficient opportunity to act on the updated information.

Failure to provide your personal data may result in us being unable to open, establish, continue, or provide banking accounts, services, or facilities or comply with any laws or guidelines issued by regulatory bodies or other authorities.

## Consent

When you apply or sign up for our Products and/or Services, and we require your consent to process, collect, use, record, store, disclose, and retain your personal data, you consent the Bank does so in accordance with this Personal Data Protection Notice by acknowledging this Notice. You agree that the Bank may at any time and from time to time, add, amend, modify, vary, delete or supplement this Personal Data Protection Notice 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 websites as detailed in "How to Contact Us" below; (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.

Your consent is needed to enable us to process your application and to provide our Products and/or Services to you. If you refuse to provide your consent, we may not be able to provide the Products and/or Services that you wish to obtain from us (e.g., deposit account, financing). Your continued usage of our Products and/or Services shall be deemed to constitute your consent until and unless you instruct us otherwise in writing. You confirm that your consent shall remain in full force and shall survive the termination of any relationship with us until and unless you instruct us otherwise.

The Bank may process your personal data without your consent in circumstances permitted by law.

## Personal Data of Third Parties

In certain circumstances, you may provide us with personal data of third parties, which may include but is not limited to your family, friends, emergency contacts, guarantors, or security providers. By sharing their personal data with us, you confirm and assure to us that you have obtained the prior express consent of the third party and have complied with all applicable laws and regulations, to enable us to process, collect, use, record, store, disclose, or retain the personal data of such third parties for the intended purposes.

## Sensitive Personal Data

Depending on your dealings, transactions, or activities with the Bank, we may also process your sensitive personal data such as your mental or physical health and condition, religious beliefs, and misconducts (if required). By accepting to the terms of this Notice, you give us your explicit consent to process your sensitive personal data in accordance with this Personal Data Protection Notice.

We may also obtain your sensitive personal data from other parties upon your explicit consent or when it is allowed by law. The Bank may process, collect, use, record, store, disclose, or retain your sensitive personal data without your explicit consent in circumstances as permitted by law.

## Purpose of Processing

The purposes for which your personal data is collected and processed will vary and may comprise all or any one or more of the following purposes depending on the nature of and the status of the relationship which you have with the Bank:

- to facilitate our offering of accounts, Products and/or Services to you including assessing suitability, evaluating, verifying and processing, of your application, authenticating your identity, establishing and maintaining a banking relationship with you, and effecting your instruction;
- where applicable, to verify your current and ongoing financial standing by performing credit reference and credit checks on your credibility and eligibility, creditworthiness evaluation or monitoring, or credit references;
- to support our management, operation, process improvement and administrative requirements, such as accounting, taxation, outsourcing, product development, client relationship management, risk management, managing the takaful coverage of the Bank, data analysis, and data processing;
- to conduct know-your-customer checks and customer due diligence;
- for preparation and execution of legal documents and/or instruments in relation to our Products and/or Services;
- to assist in your dealings with other organisations (such as takaful operators or insurance companies, trustees) in relation to the provision and requirements of the Products and/or Services;
- to provide you and to continue providing to you with our Products and/or Services;
- for verification and security purposes;
- to respond to any enquiries, disputes and complaints;
- for internal checks and functions including statistical analysis and modelling, reporting, compliance, shariah, audit and risk assessment, management and monitoring;
- to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
- for communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our Products and/or Services
- managing the safety and security of our staff, premises and services;
- management reporting and to comply with legislative and statutory requirements;
- for purposes relating to Financial Crime Compliance Activity or facilitating the exchange of information amongst financial institutions in relation to fraud, mule account, and financial

scams. We are required to perform such activity or take such action considered appropriate to prevent, detect, disrupt, risk mitigate, investigate, or report on matters relating to Financial Crime Prevention Laws, which include, but is not limited to:

- the Bank conducting transaction monitoring; interception of suspicious activity; customer due diligence; customer risk rating; enquiries into source of fund; enquiries into counterparties to your transaction; investigation into your actual or suspected breach, attempt or evasion in relation to Financial Crime Prevention Laws; regulatory disclosure and reporting and withholding tax from payments in certain circumstances;
- the Bank delaying, suspending, limiting, refusing, terminating, or cancelling (as the case may be) any application for accounts, Products and/or Services, your instruction, transaction or the provision of all or part of any accounts, Products and/or service; and
- the Bank undertaking steps to respond to any suspected fraudulent or unlawful activities involving yours accounts, Products and/or Services such as reporting, information sharing, cancelling, delaying or suspending a transaction or instruction, withholding funds for a reasonable period of time (whether or not a freezing order is issued), suspending, limiting, terminating access to accounts, products or services and effecting a transaction reversal and refund;

(collectively “Financial Crime Compliance Activity”). Financial Crime Prevention Laws are applicable laws relating to financial crime, which include but are not limited to anti-money laundering, anti-terrorism financing, proliferation financing, use of proceeds for any unlawful activities, tax evasion, anti-bribery and corruption, fraud, financial scams, sanctions, and anti-circumvention (“Financial Crime Prevention Laws”).

- for purposes of investigation of complaints and suspected suspicious transactions;
- for purposes of prevention and detection, and investigation of crime, actual or suspected
- for purposes of enforcing our rights or any legal proceeding or legal process initiated by the Bank;
- for purposes of defending any legal proceeding or legal process filed against the Bank;
- for purposes of obtaining legal advice related to the provision of the accounts, Products and/or Services;
- for verification and reference checks by third parties;
- general administrative and management purposes;
- for all other purposes in relation or incidental to the above; and
- any other purposes as set out in statements, circulars, notices, or other terms and conditions accepted by you.

Your personal data is necessary to us. Unless otherwise stated, all personal data requested by the Bank is obligatory. If you do not provide all the obligatory information as requested, we will not be able to keep complete information about you, thus affecting our ability to accomplish the above stated purposes.

## Use of Personal Data for Marketing Purposes

When you have consented, we would like to contact you to keep you informed of our latest products and services, third-party services and/or products which we feel may be of interest to you, marketing campaigns, advertisements and promotions, including those jointly run with our partners and affiliates. We will only disclose your personal data to third parties in relation to their products and/or services, with your express consent. These third parties shall include our marketing partners and marketing service providers.

Such marketing information may be shared with you through electronic mail, direct mailers, short message service, telephone calls, and other mobile messaging services and mobile applications. In doing so, we will comply with applicable laws.

If you do not wish for your personal data to be utilised for such communications, or if you would like to withdraw the consent you have given on this, please contact us as set out at the end of this Notice or provide your withdrawal of consent by updating your profile in our mobile applications (if applicable). However, your decision to withdraw your consent for the use of your personal data for marketing purposes may limit our ability to provide additional value-added services to you.

Your latest written instructions to us will prevail. For clarity, we shall be entitled to act in accordance with your prior agreement or acceptance unless and until we have received up-to-date instruction from you of any revocation or change of consent and have had sufficient opportunity to act on the same.

## Disclosure of your Personal Data

The Bank may, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank, disclose your personal data to the following parties (including those within and outside Malaysia):

- To any member of Al Rajhi Group and its affiliates (including their directors, employees, and officers);
- agents, contractors, vendors, and service providers (including but not limited to professional, financial service providers, auditor, takaful operator and loss adjustor, legal counsel, professional advisor, strategic partner, valuer, auctioneer, broker) that provide services including data processing services relating to the purposes above;

- to any payment recipient or beneficiaries, payment system operator, payment and settlement infrastructure provider, clearing bank, intermediary bank, correspondent bank, counterparty, drawee bank, and financial institution;
- to any joint accountholders;
- to any of your directors, senior management, shareholder, partners, office-bearers, trustees, authorised signatories, authorised officers, representatives, any person acting on behalf of you, and any entities associated or related to you, where applicable;
- to any trustee, judicial manager, nominee, receivers and managers, liquidators, official assignees, official receivers or similar role appointed under applicable law or court order relating to bankruptcy, liquidation, winding up, rescue mechanism, where applicable;
- to any administrator/executor/beneficiary of a deceased customer including the appointed solicitor acting for them and any next of kin of a deceased customer which the Bank believes in good faith as intending to apply for a court order in respect of a deceased customer's account;
- your agents and advisors (including but not limited to professional advisers) and any other person notified by and authorised by you;
- To Bank Negara Malaysia or any of its established bureaus or agencies which provide and collect credit or other information such as Central Credit Reference Information System (CCRIS);
- to any governmental authority, court, tribunal, statutory body, regulatory authority, stock exchange, central depository, clearing house, credit reporting agency, credit references agency, self-regulatory organisation, trade repository, rating agency, Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad, Syarikat Jaminan Pembiayaan Perniagaan Berhad and any industry association which the Bank is a member;
- To any person to comply with any court order or request from a regulatory authority, including regulatory authority having jurisdiction over you;
- our business partners and/or other financial institutions in relation to any Products and/or Services and/or any transactions which you conducted or are the subject of;
- To any assignee or potential assignee, transferee, guarantors and/or security providers, acquirers or potential acquirers and successors-in-title, prospective or otherwise;
- to any person in relation to a due diligence process for a proposed sale, merger and acquisition approved by the board of directors of the Bank;
- to any person the Bank considers necessary for the purposes of prevention, detection and investigation of a crime, actual or suspected;
- to any person the Bank considers necessary for the purpose of facilitating exchange on information amongst financial institutions in relation to fraud, mule account and financial scams;
- to actual or potential assignees, novatees, transferees or any party acquiring an interest in or assuming risk in relation to any of the Bank's rights and/or obligations;
- consultant engaged by us such as any person that provides professional advice, independent assessment or services on a particular field of expertise;

- outsourced service providers engaged by the Bank for the performance of functions outsourced;
- to any person the Bank believes in good faith to be tendering payment for monies on your behalf;
- To any person who is assisting the Bank in recovering any monies due from you;
- To any person as may be required or permitted under the law of Malaysia such as Schedule 11 to the Islamic Financial Services Act 2013;
- any person who is under a duty of confidentiality to the Bank;
- announcement on our website and media outlets including social media if you are a winner of any of our campaigns or contests as consented by you; and
- to any party whom you have authorised to the disclosure of your personal data.

When you have provided your consent, we may also transfer your personal data (within and outside Malaysia) in good faith, (i) if any of the Bank's service providers are located in countries outside of Malaysia and the transfer is necessary for the Bank to fulfil the services to you (ii) to comply with requirements of the government, law enforcement agencies, any authorities to whom the Bank is subject to or any orders of court; (iii) as is necessary or relevant in relation to any legal process; or (iv) if required or authorised by law.

## **Access, Correct and Limit your Personal Data**

You have the right to access to your personal data held by us. You may also update, correct, and limit your personal data held by us. For such request, you may contact our Customer Care at +603 2332 6000 or you may visit any of our branches for assistance.

In the event you decide not to provide your personal data or to withdraw your consent for the use of your personal data for purposes other than the purposes stated under "Use of Personal Data for Marketing Purposes", your decision may limit the Bank's ability to perform the actions necessary to achieve the purposes of processing described in the section "Purpose of Processing", and may result in the Bank being unable to establish or continue the relationship with you, or to provide or continue any accounts, Products and/or Services to you. As such, you shall promptly discontinue your access or usage of our accounts, Products and/or Services. The Bank reserves the right to (i) suspend, limit, or terminate any accounts, Products and/or Services; (ii) suspend or terminate the banking relationship with you; and/or (iii) take actions necessary for us to meet our regulatory obligations. After you decide to withdraw your consent, we may still be able to continue to process your personal data to the extent required or otherwise permitted by applicable laws and regulations.



## How to Contact Us

If you have any queries about this Personal Data Protection Notice or would like to exercise your rights as set out in this Notice, you may contact our Customer Care at +603 2332 6000 or visit any of our branches. You may also visit our websites at [www.alrajhibank.com.my](http://www.alrajhibank.com.my) and [www.rize.com.my](http://www.rize.com.my) for the latest and up to date Personal Data Protection Notice.