

**IMPORTANT:** Customer is required to read these Terms and Conditions before completing the Application Form

### **alrajhicasbiz@24seven**

In consideration of Al Rajhi Banking & Investment Corporation (Malaysia) Bhd (“Bank”, which shall include its successors-in-title and assigns) extending to the applicant (“Customer”) the Cash Management Services-*i* known as alrajhicasbiz@24seven, the Customer agrees to be bound by these Terms and Conditions governing alrajhicasbiz@24seven.

The applicable Shariah contract governing alrajhicasbiz@24seven shall be the contract of Ijarah and Ijarah ‘ala al ‘Amal respectively whereby the Bank will be paid the agreed fees for the services rendered to the Customer via alrajhicasbiz@24seven.

## **PART A - GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

“**Account(s)**” means any and all the account(s) the Customer maintains with the Bank designated for access and/or use by the Customer (whether for alrajhicasbiz@24seven or otherwise and shall include any other new account(s) which may be opened from time to time;

“**alrajhicasbiz@24seven**” means the cash management services provided by the Bank. The services offered includes account management, payment solution, collection services, liquidity management, information management and such other services as may be added, varied or replaced by the Bank from time to time as the Bank may in its sole and absolute discretion deem fit;

“**Appointed Time**” means the cut-off time for receipt of instructions for any transaction via alrajhicasbiz@24seven;

“**Business Day**” means a day on which the Bank is open for business (excluding bank, state and public holidays) on which transactions of the nature contemplated for the Account(s) may be carried out;

“**Cash Management Services-*i* Application Form**” means the application form submitted to the Bank by the Customer at the time of application for the Cash Management Services-*i*;

“**Cross Border Fund Transfer (CBFT)**” means cross border payment transactions made available through the Cash Management Services-*i* made electronically which includes but is not limited to fund transfer by RENTAS and foreign telegraphic transfer where the recipient account is outside Malaysia. The transactions in question can include but not limited to transactions between individuals, companies or banking institutions;

**“Customer”** means the corporation, sole proprietor, partnership, society or any other entity acceptable by the Bank to provide the Al Rajhi Cash Management Services-*i* upon the terms and conditions hereunder;

**"Inter-bank GIRO or IBG"** means an electronic inter bank fund transfer system integrated with Payments Network Malaysia Sdn Bhd (PayNet) which allows transfer of funds between financial institutions..

**"JomPAY"** means a national initiative, supported by Banks, to enable online bill payments across Malaysia. Payments Network Malaysia Sdn Bhd (PayNet) operates JomPAY.

**"Password"** means a string of numbers generated from the Token in accordance with the Bank's procedures, which a User will use to access the alrajhicasbiz@24seven system and/or authorise any transaction.

**"RENTAS"** means Real-Time Electronic Transfer of Funds and Securities System (RENTAS) that provides multi-currency real time gross settlement of interbank funds transfer integrated with PayNet.

**“Terms and Conditions”** mean these Terms and Conditions governing the provision of the Cash Management Services-*i* and shall include the Letter of Offer and the Cash Management Services-*i* Application Form or any variations of the abovementioned documents from time to time;

**"Token"** means an electronic device or soft token which is a mobile application issued by the bank that can be downloaded into smart device for purposes of generating the password. The soft token must be registered with the bank.

**“Token Password”** means a string of numbers generated from the Token in accordance with the Al Rajhi Cash Management Services-*i*, which is used as Identifiers to gain access and/or for inquiry or payment purpose in accordance with the Al Rajhi Cash Management Services-*i*.

**"Transactions"** means the transaction(s), or series thereof, made available through alrajhicasbiz@24seven and may only be effected by the Customer which includes but is not limited to funds transfer (including Cross Border Fund Transfers), IBG and such other transactions as determined by the Bank in its absolute discretion from time to time.

**“Transaction Document(s)”** means any data, information, forms or supporting documentation required by the Bank from time to time which the Customer must complete and submit to the Bank electronically and/or physically (as determined by the Bank), together with the Instruction(s), in order to apply for specific banking products and services provided under the Cash Management Services-*i*.

“**User**” means any or all users (account management users, data entry users and payment authorisers) who have been appointed by the Customer based on the information submitted in the Cash Management Services-*i* Application Form.

“**Software**” means alrajhicasbiz@24seven software provided to the Customer, including the tokens, computer programs, CD ROMS or other media and includes any subsequent corrections, enhancements, modifications or updates thereof. The Software may include the Bank’s or any third party’s software.

“**Materials**” means the alrajhicasbiz@24seven user guides, manuals, data, processes and other documentation provided by the Bank from time to time;

“**Website**” means the Al Rajhi Banking & Investment Corporation (Malaysia) Bhd website at [www.alrajhibank.com.my](http://www.alrajhibank.com.my) from which the Cash Management Services-*i* are made available to the Customer by the Bank.

## 2. OPERATIONS OF alrajhicasbiz@24seven

### 2.1 Authority

2.1.1 The Customer agrees that the Customer’s access and/or use of the Cash Management Services-*i* will be subject to the provisions of these Terms and Conditions.

2.1.2 The Bank shall be entitled to rely on the authority of each person designated by the Customer to give instructions on the Customer’s behalf until the Bank has received a written notice along with the necessary supportive documents acceptable to the Bank of any change of mandate. The Bank shall be given reasonable time to act upon the notice.

2.1.3 Upon each access to the Cash Management Services-*i*, the Customer agrees to and shall procure the User to read and comply with the Terms and Conditions, the privacy statement and the client charter located on the Website, as may be updated from time to time.

2.1.4 The Customer shall ensure that all Users to act for an on behalf of the Customer comply with all the Customer’s obligations under these Terms and Conditions and the Customer shall be bound by the User(s)’s failure, neglect or omission to comply with such obligations.

2.1.5 Upon the Bank providing a seven (7) calendar days prior written notice, the Customer authorises the Bank to:-

2.1.5.1 to combine and/or consolidate the Account(s) with the Customer’s other accounts maintained with the Bank and proceed to set-off or transfer any sum standing to the credit of any of the Customer’s aforesaid accounts in or towards the satisfaction of any of the Customer’s liabilities to the Bank. In furtherance of the above, the Bank also reserves the rights to suspend

payment of sums into the Account notwithstanding the Customer's Instructions; and/or

2.1.5.2 grant to the Customer any indulgence in relation to this Agreement, without affecting the Bank's right to enforce on the Bank's rights.

2.1.6 The Customer shall be liable for all direct and indirect losses or damage howsoever caused, which may be suffered or incurred by the Bank, or any third party in relation to the Instructions received by the Bank save an except if the said losses or damages are attributed to the gross negligence of the Bank.

2.1.7 The Bank will be at liberty, at its full discretion to exercise its right to suspend the Customer's and/or the User's access to and use of the Cash Management Services-i and/or to cancel the Token Password and code, to deactivate or revoke the use of the said Token Password and code at any time without assigning any reason whatsoever and with notice to the Customer and/or User.

## **2.2 Instructions**

2.2.1 Instructions shall be effected by the Customer in accordance with its business practices, procedures and policies and in accordance with the Bank's procedures and any applicable laws and regulations governing the instructions and transactions. This includes but is not limited to the use of verification codes, encryption, passwords, digital signatures and other security devices, systems and software.

2.2.2 The Customer shall be solely responsible for the correctness, completeness and accuracy of the instructions. Customer's instruction shall be deemed irrevocable, valid and binding on the Customer, notwithstanding any error, fraud or forgery. The Bank may in good faith regard any Customer's instructions received by it in the prescribed manner as authentic and duly authorised and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or verify the authenticity, correctness, accuracy and completeness of the Instruction(s) (or part thereof) received by the Bank or the authority of the person transmitting and/or effecting the same; and may treat such Instruction(s) received as effective and binding on the Customer notwithstanding the error, fraud, forgery, lack of authority or misunderstanding. The Bank shall not be liable for any loss or damage (including but not limited to loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of the above.

2.2.3 The Customer irrevocably agrees and authorizes the Bank to act on all Instruction(s) effected (whether authorized or not), including but not limited to where such Instruction(s) result in fraudulent, unauthorized or mistaken transfers or payments. The Customer further agrees that any Instruction(s) received shall be deemed to have been issued by the Customer and/or its User even though such Instructions and/or requests may have been issued by a third party, whether authorized or otherwise. The

- Bank shall not be liable for any loss and damage arising from any inauthentic, incorrect, inaccurate or incomplete instructions/requests submitted to the Bank or for any error or delay arising therefrom.
- 2.2.4 The Customer shall comply with the Appointed Time with respect to transactions to be undertaken and acknowledges that the consequence of not complying with the Appointed Time as well as providing the necessary supporting documents required by the Bank as part of its due diligence processes may lead to instructions not being processed or executed on expected time or transaction failure. The Customer shall be solely responsible and liable for all such consequences. The Bank may at its discretion at any time, amend the Appointed Time with prior notice to the Customer.
- 2.2.5 The Customer is fully aware that instructions may only be processed after the Instructions are submitted and the Bank has received the Instructions and this shall be during the banking hours on a Business Day. The Bank does not warrant that any Instructions will be executed within any particular time or time frame or in any particular order.
- 2.2.6 If the Customer informs the Bank that it wishes to recall, cancel or amend an instruction after it has been received by the Bank, the Bank may at its discretion and on reasonable effort assist the Customer to do so but shall not be liable for any loss, cost or expenses suffered by the Customer whether or not the Bank does or is able to amend, cancel or recall that instruction. The Customer hereby agrees to fully indemnify the Bank against any loss, liability, claim or expense (including but not limited to legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend an instruction. All costs and charges incurred by the Bank in implementing any such requests, as the Bank deems fit, be debited from the Customer's Account(s) with the Bank.
- 2.2.7 The Bank shall be under no obligation to effect any of the Customer's Instruction(s) (or part thereof) if:
- (a) funds in the Account(s) are insufficient to meet future dated payments or to pay for any fees, cost and expenses;
  - (b) the Customer has entered an incomplete, incorrect or invalid account number;
  - (c) the Account(s) is/are frozen or closed or a new or existing account which the Bank has not been activated for alrajhicashbiz@24seven the Account(s) is/are blocked, frozen or closed or suspended;
  - (d) the execution of the Customer's instructions will exceed the available balance in the Account(s);
  - (e) the Bank knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed;

- (f) the Bank is not satisfied with the supporting documents provided by Customer required for the Bank to conduct its' due diligence process, amongst others.
- (g) the Customer has not complied with this Agreement, and or all of the Bank's procedures or requirements set forth in the Terms and Conditions or any notice(s) sent by the Bank to the Customer from time to time; and/or
- (h) any other reasons beyond the control of the Bank;

And the Bank shall not be liable for any loss or damage (including but not limited to loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of the above.

2.2.8 The Bank is authorised to use any communications, processing or transaction system(s), intermediary bank and/or any third party (ies) facilities ("Third Party Participants") it reasonably selects when executing the Customer's instructions. The processing of any instruction and provisions of any services shall also be subject to the terms and conditions, procedures, approval, action and co-operation of these Third Party Participants and the Bank shall not assume any liability or responsibility towards the Customer for the terms and conditions, procedures and/or approval, action, co-operation, omission, timeliness, as applicable, of a Third Party Participant.

2.2.9 It shall be a requirement by the Bank to request that the Customer submits Transaction Document(s) in support of the Customer's Instruction(s). The Customer shall ensure that any and all Transaction Document(s) submitted electronically to the Bank constitute scanned images of the original and authentic document(s). At the Bank's request, the Customer shall produce the original documentation or otherwise prove to the Bank's satisfaction that the Transaction Document(s) submitted electronically to the Bank constitutes the original and authentic documentation required by the Bank. Further, the Customer warrants that the information provided in the Transaction Document(s) or otherwise shall be correct, complete and accurate. The Customer shall bear liability for any losses and damages suffered by the Bank in any manner whatsoever as a result of the Bank relying on the said Transaction Document(s).

### **2.3 License, Equipment, Ownership**

2.3.1 Where applicable, the Bank hereby grants to the Customer a personal, non-exclusive, non-transferable license to use the Software and/or Materials. The Customer acknowledges that the Software and Materials are not designed or intended for use in or for any equipment, machines or purposes incompatible with those Software and/or Materials. Except as expressly set forth in these Terms and Conditions, the Customer has no right to use, make, sub-license, modify, transfer, lease, distribute or copy any of the Software and/or Materials or to allow or caused anyone else to do so.

- 2.3.2 Nothing herein shall be deemed to grant any express or implied license to the Customer to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights indicated in clause 2.3.1 above. The Cash Management Services-*i* and the rights of usage granted to the Customer under these Terms and Conditions are made available for the Customer's access and/or usage.
- 2.3.3 The Customer is solely responsible for the security, proper use and maintenance of any equipment (including hardware and security devices) operated by the Customer and to ensure the same is virus- free.
- 2.3.4 The Customer acknowledges that the Software and/or Materials and all intellectual property and proprietary rights (including trademark, copyright, patent and design rights) of the Cash Management Services-*i* Software, Contents and/or Materials (current and future) are and shall remain the sole and exclusive property of the Bank and where applicable, the Bank's suppliers. These Terms and Conditions provide the Customer with the limited rights as expressly set forth herein and do not convey title or ownership.
- 2.3.5 The Customer shall not by itself or through any third party commit or attempt to commit any infringing acts, including but not limited to unauthorized linking, spamming, framing, metatagging, and/or spidering.
- 2.3.6 The Customer will upgrade the Software or use the enhanced version of Software as required by the Bank to access to [alrajhicasbiz@24seven](mailto:alrajhicasbiz@24seven).
- 2.3.7 The Bank reserves the right to change the types, versions or specifications of any hardware or equipment that the Customer is required to use for [alrajhicasbiz@24seven](mailto:alrajhicasbiz@24seven) subject to prior notice to the Customer. The Customer may opt to discontinue [alrajhicasbiz@24seven](mailto:alrajhicasbiz@24seven) in the event the Customer is not able to or is not willing to upgrade its application to comply with the Bank's requirements.
- 2.3.8 The Customer is responsible for ensuring the compatibility of the internet browser, settings and any equipment use for access and/use of the Cash Management Services-*i*. The Customer shall also ensure that such equipment shall be free from any defects, viruses or errors that may cause any malfunction of the software amongst others. The Customer is responsible for the computer, system, or any other devices from which the Users access the Cash Management Services-*i*, including but not limited to the maintenance, operation and permitted use of such computer, system or any other devices. The Customer shall be fully responsible for any loss of damage arising from or in connection with the Customer's use of any computer, system or any other devices whether owned by the Customer or any third party.
- 2.3.9 In relation to clause 2.3.8 above, the Customer undertakes to ensure compliance with all relevant laws and regulations, including but not limited to the Communications and Multimedia Act 1998.

## 2.4 Responsibility

- 2.4.1 The Bank makes no warranty that the Cash Management Services-*i* (or any part thereof) provided under the Bank's Website will be available at the time stated therein. In the event of any failure or disruption in the Cash Management Services-*i* (or any part thereof), the Customer may still carry out the electronic transaction by way of other service delivery (e.g. Branch submission) offered by the Bank.
- 2.4.2 In the event of any failure or disruption in the Cash Management Services-*i*, the Customer may contact the Customer Care Hotline at +603-2332 6000 for assistance or clarification
- 2.4.3 The Bank reserves the right to vary, add or withdraw any feature of alrajhicasbiz@24seven and the operating hours at any time subject to prior notice to the Customer. The Bank shall at any time, at its discretion be entitled to temporarily suspend the operations of alrajhicasbiz@24seven for updating, maintenance and upgrading purposes or any other purposes whatsoever as the Bank deems fit, without incurring liability to anyone for any loss, cost, expense, delay, inconvenience or otherwise that may be incurred, suffered or sustained thereby.
- 2.4.4 The Bank shall use reasonable endeavour to prevent unauthorised access by third parties, but does not warrant the security or confidentiality of any information transmitted through any electronic media including the internet, network system or such other related system in respect of alrajhicasbiz@24seven. The Customer agrees not to hold the Bank responsible for any loss or damage suffered arising from any access by third parties where the Bank has taken practical steps to protect the information from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

## 2.5 Confidentiality of Passwords and Login-IDs

- (i) The Customer shall keep confidential and take precautions to safeguard all passwords, login-IDs, security devices (including tokens) and other codes issued by the Bank or by any security software providers authorised by the Bank. The Customer shall be responsible for all instructions effected (whether authorised or not) through the use of such passwords, login-IDs, security devices and codes.
- (ii) The Bank shall at its discretion be entitled to de-activate or revoke the use of any passwords, login-IDs, security devices and codes without prior notice to the Customer if the Bank suspect fraud or misuse of alrajhicasbiz@24seven or if the Bank has any security concerns or if the Bank is required to comply with the law. The Bank



may also de-activate or revoke the Customer's use of alrajhicasbiz@24seven in the event of unsuccessful attempts to access alrajhicasbiz@24seven using the Customer's login- ID and an invalid password beyond a number determined by the Bank. In such event(s) the Bank will refund the pro-rated monthly subscription to the Customer.

- (iii) The Customer shall bear all liabilities on the instructions effected whether with or without the Customer's authority through the use of any passwords, login-IDs, security devices, and/or codes.
- (vi) The passwords, login-IDs, security devices and codes are system generated and shall be automatically forwarded to the Customer via e-mail notification. The Bank shall not be liable to Customer if the same fail to reach the Customer or is intercepted during transmission unless it is proven that such events are due to the Bank's negligence, fraud or misconduct.

## 2.6 Tenure of Contract

The duration of the contract for alrajhicasbiz@24seven shall be on monthly basis and shall automatically be renewed until terminated by either party in accordance with Clause 5 hereof.

## 2.7 Business Days & Hours, Reliability of Information

- 2.7.1 The Business Days, hours of the Bank and the availability of alrajhicasbiz@24seven may be extended, varied or otherwise revised in accordance with the Bank's business and operational requirements without notification to any person or organisation.
- 2.7.2 Information such as rates quoted in alrajhicasbiz@24seven is for indicative purposes only. The actual rate applicable for a particular transaction can only be determined at the time the transaction is entered into.

## 2.8 Discrepancies

- 2.8.1 The Customer hereby agrees that the Customer shall check all Instructions before submitting the Instructions to ensure the authenticity, accuracy, completeness of the Instructions. The entries in the Transaction history and inquiry status of Transaction(s) shall be deemed correct, final and conclusive and binding on all parties as evidence of such Transaction(s) effected by the Customer.
- 2.8.2 The Bank shall not be liable to the Customer for any loss and damage suffered by the Customer arising from or in connection with the Customer's failure or delay to notify the Bank of any discrepancies in the Transaction(s), Instruction(s), inquiry status of the Transaction(s) or Transaction history by the Business Day following the completion of the Transaction(s). For the avoidance of doubt, the term "discrepancies" used in this Clause 2.8 shall

mean any disparity between the information displayed in the Transaction history and/or status of inquiry of Transactions, with the Instruction(s) issued by the Customer.

### 3. FEES AND CHARGES

- 3.1 The Bank will inform the Customer the relevant fees and charges for alrajhicasbiz@24seven provided under the Cash Management Services-*i* which can also be found at the Bank's Website at [www.alrajhibank.com.my](http://www.alrajhibank.com.my). Alternatively, the Customer can contact the Bank to request for the fees and charges.
- 3.2 All charges when due shall be debited from the Customer's Account(s).
- 3.3 The Customer shall pay the relevant taxes, levies or charges as imposed by law or required to be paid in respect of any services or transaction under alrajhicasbiz@24seven and where applicable, the Customer shall indemnify the Bank for any payment of such taxes made by the Bank on the Customer's behalf.

### 4. TERMINATION

- 4.1 The Bank is entitled to terminate or de-activate the Customer's access to alrajhicasbiz@24seven should the Customer cease to maintain the Account(s).
- 4.2 Either party may terminate alrajhicasbiz@24seven by giving prior thirty (30) days written notice to the other party. Termination shall take effect upon expiry of the notice period. The Customer hereby agrees not to use alrajhicasbiz@24seven with effect from the date of the termination notice and further agrees that the Bank shall not be obliged to effect any of the Customer's instructions received on any day falling after the receipt of the notice of termination.
- 4.3 Notwithstanding Clause 4.2 above, the Bank shall have the right to terminate and/or suspend the Customer's access to alrajhicasbiz@24seven by providing seven (7) calendar days written notice in the event the Bank fails to debit the Customer's Account(s) for three (3) consecutive attempts for the payment of charges due to the Bank at any time.
- 4.4 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions already processed and/or effected by the Bank on the Customer's behalf.

- 4.5 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of termination shall survive the termination of these Terms and Conditions or the deactivation of alrajhicasbiz@24seven.
- 4.6 Upon termination of alrajhicasbiz@24seven, the Customer shall upon request from the Bank, return to the Bank all related confidential information, Software, Materials and other related items or documents, within five (5) Business Days.

## 5. FORCE MAJEURE

- 5.1 In the event that the Bank is rendered wholly or partially unable to perform these Terms and Conditions by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any Government or regulator of competent jurisdiction, or by any other causes which it cannot reasonably be expected to avoid, the performance of the obligations of the Bank as they are affected by such causes shall be excused for the continuance of such causes.
- 5.2 The Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

## 6. DISCLOSURE OF INFORMATION

- 6.1 The Customer hereby consents to and authorises the Bank and its officers to disclose the Customer's company profile, financial condition, details of the Customer's accounts, account relationship with the Bank including credit balances to Bank Negara Malaysia, Central Credit Bureau, Central Credit Reference Information System (CCRIS) or any other governmental or regulatory authority in Malaysia or elsewhere.
- 6.2 The Customer hereby consents to and authorises the Bank and its officers to disclose the Customer's information to the companies related to the Bank, any associate company of the Bank or its parent company (collectively "Al Rajhi Bank Group"), its agents, sub-agents, suppliers or service companies providing or intending to provide support or services to the Customer.
- 6.3 Whilst the Bank is committed to take reasonable care and use its best endeavours to ensure that information transmitted and received is secured, the Customer acknowledges the risks involved in using the internet and that the Bank cannot guarantee the security of the said information and that it may not be accessed by unauthorized third parties. The Customer agrees not to hold the Bank responsible for any loss or damage suffered arising from the

- disclosures as specified herein unless there is wilful negligence on the part of the Bank.
- 6.4 The Customer agrees that the Bank shall not be liable to the Customer for the disclosure to any person of any information whatsoever regarding the Customer, the Account(s) arising in any way as a result of or from or in connection with the Customer's neglect or failure to keep the password, login-ID and confidential.
- 6.5 In respect of the Customer's personal data (as defined under the Personal Data Protection Act 2010), the Bank may disclose such information to such third parties as provided in the Bank's Personal Data Protection Notice as served to the Customer and/or as consented by the Customer and/or as allowed by any law.

## 7. INDEMNITY BY CUSTOMER

- 7.1 The Customer shall be liable for, and shall fully indemnify, protect, defend and hold harmless against and to reimburse the Bank for all and any loss, damage, demands, expense, actions, liability, proceedings or cost (including but not limited to legal cost on an indemnity basis) and other liabilities to which the Bank may be subjected in relation to the Cash Management Services-*i* and [alrajhicasbiz@24seven](mailto:alrajhicasbiz@24seven) and including but not limited to:
- (a) any unauthorized or inaccurate Customer's Instructions;
  - (b) the recovery of or attempt to recover by the Bank from the Customer any monies due to the Bank or the enforcement by the Bank of these Terms and Conditions;
  - (c) any breach by the Customer of any of the Customer's obligations under these Terms and Conditions;
  - (d) the Customer's fraudulent, negligent, mistaken and/or wilful acts, errors and/or omissions;
  - (e) the Customer's non-compliance or breach of any of their obligations, covenants, undertakings and/or Instructions to the Bank;
  - (f) the action arising from the Customer's infringement or misuse of a trademark, or copyright, or other intellection proprietary right of a third party;
  - (g) use of the Cash Management Services-*i* for any illegal or unlawful purpose;
  - (h) any third party claims, demands, actions or proceedings brought against the Bank as a result of any Instruction(s) effected by the Bank; and

- (i) the Customer's or the User's use, misuse and/or access of the Cash Management Services-*i*;
- 7.2 The Customer agrees that any gain, loss, cost, charge and risk resulting from the conversion of one currency into another shall be borne by the Customer. For avoidance of doubt, for any Customer Instruction which involves dealings in foreign currency transactions, the Bank will act on behalf of the Customer as his representative to execute such completed and accepted Instructions which at all times complies with the Bank's requirements in terms of supporting documents and shall utilize the available balance in the Customer's account to facilitate the currency conversion thereof.
- 7.3 The Customer further agrees that should the Customer fail to provide the supporting documents required by the Bank, that the Bank shall be at liberty to reject the said Instruction(s) and the Customer also agrees that this may affect the amount and conversion rates and as such, any gain, loss, cost, charge and risk resulting from the conversion of one currency into another shall be borne by the Customer.

## 8. EXCLUSION OF LIABILITY

- 8.1 Save and except if the loss is due to the Bank negligence, fraud or misconduct, the Bank shall not be liable for any loss or damage caused on the part of any person whether or not arising from or in connection with and including but not limited to the following:
- (a) any loss or damage caused by equipment, software, Internet browser providers or by the Internet service providers or their agents or sub-contractors;
  - (b) any computer or system virus interferences that may interfere with alrajhicasbiz@24seven, the web browser or the Bank's, the Customer's or the Internet service provider's computer system;
  - (c) any breakdown or malfunction of any of the equipment used in connection with alrajhicasbiz@24seven, whether belonging to the Bank or not, including but not limited to any electronic terminal, telecommunication device or any part of the electronic funds transfer system;
  - (d) any loss, theft, or use (whether actual, purported, authorised or unauthorised) of the password and login-ID or the Software which was not informed to the Bank;
  - (e) any destruction or alteration or error in transmission of Customer's instructions, data or information;
  - (f) any failure by the Customer to follow the latest procedures and directions for using alrajhicasbiz@24seven;

- (g) any delay or failure to provide the necessary supporting documentations on the part of the Customer as required by the Bank on any Instruction(s)
- (h) any corruption, destruction, alteration, loss or error in the Instruction(s) to the Bank

## 9. ANTI MONEY LAUNDERING, ANTI TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT, 2001 (“AMLA”)

9.1 The Customer represents and warrants that:

- (i) unless and until the Customer notifies the Bank to the contrary in writing:
  - (a) the Customer is the Account holder;
  - (b) no person other than the Customer has or will have any interest in the Account or any credit balance therein; and
  - (c) all monies which will be credited into or debited from the Account shall come from a lawful source of activity as defined under the AMLA.
- (ii) on notification that the Customer is an intermediary for other persons:
  - (a) the Customer further declares and certifies that the necessary “know-your-Customer” checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Customer that the monies, funds or collateral are from a lawful source of activity as defined under the AMLA; and
  - (b) it is further hereby clearly agreed and understood that the provision of details of the Customer’s beneficiary shall not make the Customer’s beneficiary a client of the Bank and the Bank shall be entitled to hold the Customer as the principal.

9.2 In addition to Clause 9.1(i) above, the Customer hereby agrees and undertakes irrevocably and unconditionally that:

- (i) the Customer shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of BNM and or given, made or established by the Bank;
- (ii) pending receipt of information by the Bank from the Customer and until received and verified thereof to the satisfaction of the Bank and or the relevant authorities, the Bank shall neither be obliged to proceed with any transactions nor accept any monies into the Account or facilitate any transfer of monies from the Account, (“**Assets**”). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the Customer shall be returned to the Customer after the Bank receives satisfactory clearance from the relevant authorities;

- (iii) the Customer will not use the Account or any credit balance therein for money laundering or violate any laws relating to money laundering as defined under the AMLA;
- (iv) the Customer will fulfill the Bank's due diligence requirements and that the Bank reserves the right to decline or terminate relationship based on the outcome of the due diligence.
- (v) Where required, the Bank may request for additional information to fulfill regulatory requirements and request the Customer's cooperation to furnish the same.
- (vi) From time to time, the Bank will share a listing/link on prohibited and high risk countries/individuals/entities and it will be the responsibility of the Customer to ensure that they comply with the requirements and also perform the necessary screening processes at their end. In no circumstances shall the Bank bear liability for funds blocked due to this reason above.

in no event shall the Bank be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the exercise of their duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AMLA.

## 10. Tax Charges

Without in any way affecting any of the provisions in these Terms and Conditions, the Customer acknowledges and agrees that if any kind of service tax or any tax, charge or levy of a similar nature is required by any law to be paid in respect of alrajhicasbiz@24seven, any other financing, banking services or provision of account provided by the Bank under or in relation to, these Terms and Conditions, such tax, charge or levy shall be paid by the Customer.

In the event the Customer fails to pay to the Bank the abovementioned tax, the Bank is hereby authorised at any time to debit from any of the Customer's account maintained with the Bank towards payment of the said tax subject to the Bank providing seven (7) calendar days prior written notification to the Customer.

## 11. MISCELLANEOUS

- 11.1 The Bank may provide any communication or notice to the Customer through any mode of communication as the Bank deems suitable including but without limitation by post, notification in the mass media, by posting the notice in the Bank's branches, by inserting the notice into the periodic statements of account, by electronic transmission or by posting at the Bank's

- website at [www.alrajhibank.com.my](http://www.alrajhibank.com.my) or at the ATM or other terminals under the control of the Bank.
- 11.2 Notice to the Bank can be sent to Bank or branches or by way of contacting the Customer Care Consultant at **1 300 82 6000**. The Customer may also send his queries via email to [cmssupport@alrajhibank.com.my](mailto:cmssupport@alrajhibank.com.my)
- 11.3 The Bank reserves the right to add, modify or delete any of the these Terms and Conditions by notifying the Customer of the proposed changes via written notice, notices posted on the Bank's website, notices posted at the Bank branches, press advertisements or electronic means and such notification shall be subject to the acceptance or rejection of the Customer. An acceptance of such notification shall be implied from the Customer should the Customer remain silent for a period of twenty-one (21) calendar days from the date of such notification. For the avoidance of doubt, any additions, modifications or deletions made pursuant to this clause shall, subject to the acceptance of the Customer as per the preceding paragraph, be binding on the Customer. In the event of any inconsistency, any such additions, modifications or deletions shall prevail over these Terms and Conditions. If the Customer is not agreeable to the variation or amendment to such terms and conditions, the Customer is advised to immediately discontinue using [alrajhicashbiz@24seven](mailto:alrajhicashbiz@24seven) by giving a written notice in accordance with Clause 11.2 hereof.
- 11.4 Notice of variations, amendments or changes to these Terms and Conditions shall be deemed to have been given to the Customer by post, notification in the mass media, by posting the notice in the Bank's branches, by inserting the notice into the periodic statements of account, by electronic transmission or by posting at the Bank's website at [www.alrajhibank.com.my](http://www.alrajhibank.com.my) or at the ATM or other terminals under the control of the Bank.
- 11.5 These Terms and Conditions are supplemental to the terms and conditions governing the Account(s). In the event of any inconsistency thereof, these Terms and Conditions shall prevail in respect of [alrajhicashbiz@24seven](mailto:alrajhicashbiz@24seven) provided herein.
- 11.6 If any of these Terms and Conditions herein becomes invalid, illegal or unenforceable pursuant to any law, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 11.7 For all intents and purposes, these Terms and Conditions is intended to be a Shariah compliant document in accordance with the relevant Shariah contract and shall be construed in accordance with the Shariah principles.

Each Party has independently made its own assessment as to the Shariah compliance of these Terms and Conditions. The Parties confirm that they do not have any objection as to the Shariah compliance of these Terms and Conditions and they 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 Terms and Conditions.

So far as it does not contradict the above, these Terms and Conditions shall be governed by the Malaysian law and the Parties will submit to the non-exclusive jurisdiction of courts of Malaysia.

- 11.8 The Customer acknowledges that riba' (interest) regardless in any form, is prohibited in Islam and that the Bank does not condone any remittance or transfer to riba' based account(s) such as conventional loan or deposit account which involves riba'.
- 11.9 The Customer acknowledges that they are responsible for ensuring compliance with BNM's Foreign Exchange Notices and that the Bank may request at their discretion the necessary documentary proof. The Bank may also impose the Minimum Due Diligence (MDD) requirements as necessary, details of which may be obtained from the Bank's website.
- 11.10 The Customer undertakes and confirms that it is in full compliance of the Strategic Trade Act 2010 ("STA") and are not involved / engaged in any activity(ies) prohibited by the STA such activity(ies) to be known as "STA related activities". The Customer understands that the Bank may use all information gathered for verification purposes to ensure compliance with the STA. In the event that the Customer subsequently become involved in the STA related activities, the Customer undertakes to immediately notify the Bank in writing of such involvement / engagement. The Customer acknowledges and agrees that the Bank shall take such action as is deemed necessary, including notifying the regulators of the STA (which include but is not limited to the Ministry of International Trade and Industry) of the Customer's involvement / engagement in the STA related activities. The Customer further agrees and covenants and on full indemnity basis to hold the Bank safe and harmless of all claims, liabilities and damages in the event of any implication, investigation or prosecution against the Customer under the STA.

## **PART B – SERVICES**

### **Services offered by alrajhicashbiz@24seven**

#### **(i) Account Management**

The Account Management Service offers the Customer access on the consolidated account profile, view account balances, account movement and transactions history, account statements and any other relevant information in respect to the Account(s);

**(ii) Payment**

- (a) The Payment Service(s) offers the Customer with the fund transfer services for Internal Fund Transfer, Inter-bank Transfer via RENTAS, cross border fund transfer, inter-bank GIRO (“IBG”), instant transfer and payment with JomPAY or other modes of payment channel as prescribed by the Bank and bulk payments. The Customer may access to alrajhicasbiz@24seven for Payment Service(s) via various channels as offered by the Bank from time to time.
- (b) Where the Customer authorises the Bank to make payments to the account of any person in accordance with the Customer’s instruction and to debit the Customer’s account through alrajhicasbiz@24seven, the Customer shall ensure that sufficient funds (inclusive of fees and charges) are maintained in the Account(s) to enable the Bank to carry out such instructions. The Bank shall not be obliged to carry out any Instructions if there is insufficient funds in the account.
- (c) Any Customer’s instructions to make payments through alrajhicasbiz@24seven:-
- (i) if so required, shall be accompanied with detail information including without limitation to those relating to the beneficiary such as name, account number, financial institution at which the account is maintained and amount to be paid thereto and purpose. If the Bank agrees, the Customer’s instructions may be sent to the Bank by the Customer in the form of compact disk(s) (“CD”) or such other mode as the Bank may determine from time to time. The Customer shall ensure that the Customer’s instructions are in the proper format capable of being uploaded by the Bank unto the Bank’s system.
  - (ii) is subject to the maximum limit as prescribed by the Bank from time to time and subject to the Account(s) being satisfactorily conducted. It is the Customer’s responsibility to ensure that the Account(s) has sufficient funds to make full payment to the beneficiaries in accordance with the Customer’s instructions. The Bank will decline all or any part of a Customer’s instruction if the Account(s) has or is likely to have insufficient funds to fully execute any instructions or due to and not limited to reasons of non-compliance with the Foreign Exchange rules or suspicion of fraudulent transactions.
  - (iii) shall be in the manner and form as may be prescribed by the Bank from time to time. The processing of

instructions will also be subject to the terms and conditions and/or approval of the participating financial institutions with which the beneficiary's account is maintained with or RENTAS or SWIFT or IBG or instant transfer and payment with JomPAY or other modes of payment channel as prescribed by the Bank.

(iv) must be received by the Bank before the Appointed Time. Where the Customer's instructions are received after the Appointed Time, the instructions will be processed on the next Business Day or such other day as the Bank may determine. The processing of Customer's instructions will also be subject to the terms and conditions and/or the approval of the other financial institution(s) with which the beneficiary's account is maintained with.

(d) The customer may obtain information on any debits and/or credits effected and rejection via the Account Management Service.

(e) The Customer is at all times fully aware that the Bank's payment systems are developed, operated and managed by a third party(ies) and the Bank's responsibility is to provide a safe, secure and reliable system and this also means that the Bank's role is also that of an intermediary which processes the Customer's Instructions on an "as is" basis received from the Customer via alrajhicashbiz@24seven and to make payments accordingly. The Bank shall not be liable for any loss or damage to the Customer (including without limitation to loss of income, opportunity, goodwill, direct or indirect, punitive or otherwise) or as a result of delay, omission or error in the electronic transmission or receipt of data or failure which is out of the control of the Bank. Without prejudice to these Terms and Conditions herein, the Bank has no control over the actions, omissions or timelines of other participating financial institutions and shall not be liable to the Customer or any person for any reason whatsoever.

**(iii) Liquidity Management**

(a) The auto sweep services are available for the Customer to transfer funds automatically for accounts designated under the Auto Sweep Services. Auto Sweep Services allows the Customer to transfer funds between his various accounts to a designated main account on daily basis.

(b) The daily maximum limit for automatic transfer of funds shall be set by the Bank and/or reflected in the Letter of Offer or the Bank's website and may be changed from time to time. Automatic transfers of funds will only be made

when sufficient funds are available in the designated accounts and such transfer shall be subject to the Bank's transfer of funds procedures.

**(iv) Collection – Direct Debit**

- (a) The Collection Services offer the Customer with retail and wholesale payment collection services. The Customer authorises the Bank to collect payment from the account of any person (“Payer”) in accordance with the proper instructions given by the Customer and to credit the Account(s) through alrajhicasbiz@24seven.
- (b) Any Customer's instructions to collect payments through alrajhicasbiz@24seven:-
  - (i) if so required, shall be accompanied with detail information including without limitation to those relating to the Payer such as name, account number and amount to be collected. If the Bank agrees, the Customer's instructions may be sent to the Bank by the Customer in the form of compact disk(s) (“CD”) or uploaded unto the alrajhicasbiz@24seven or such other mode as the Bank may determine from time to time. The Customer shall ensure that the Customer's instructions are in the proper format capable of being processed by the Bank.
  - (ii) is subject to the maximum limit as prescribed by the Bank from time to time and subject to the Account(s) being satisfactorily conducted.
  - (iii) shall be in the manner and form as may be prescribed by the Bank from time to time. The Customer's instructions must be received before the Appointed Time. Where the Customer's instructions are received after the Appointed Time, the instructions will be processed on the next Business Day or such other day as the Bank may determine.

**(v) Events Notification**

- (a) The Customer may receive from time to time Short Messaging Service (SMS) or e-mail alerts from the Bank for certain types of transactions as the Bank may determine (“Alerts”). The Customer acknowledges that Alerts are provided only as and when available or practicable and the Bank shall not be responsible for any losses incurred by the Customer resulting from the non-receipt of any Alerts.

(b) The availability and proper functioning of Alerts is dependent on many variable circumstances, including location, mobile network availability and proper functioning of the Customer's mobile network operators. The Bank will not be liable for any unavailability or improper functioning of Alerts.

**(vi) Limits**

At the Bank's absolute discretion, the Bank may from time to time, impose or revise limits on transfer, payment and number of Transactions executed at any one time, by giving notice to the Customer.