

# **RHB Online Banking**

# **Terms and Conditions**

Effective date: 21 November 2024





## **RHB Online Banking Terms and Conditions**

RHB Bank Berhad (Registration No. 196501000373 (6171-M)) and RHB Islamic Bank Berhad (Registration No. 200501003283 (680329-V)) will be collectively referred as "RHB".

These terms and conditions govern the use of RHB Internet Banking and/or RHB Mobile Banking Application (thereafter collectively known as "RHB Online Banking") service provided by us to you, to enable you to electronically access and use the Services and other banking facilities, made available to you via the RHB Online Banking. In these Terms and Conditions, references to "you", "your" and "yours" refers to the RHB customer who is utilising the services made available in RHB Online Banking Service and reference to "we", "our", "ours" and "us" refers to RHB.

These terms and conditions are to be read in conjunction with our terms of access and the Terms and Conditions in the Personal Banking Standard Terms and Conditions , which is available at <a href="https://www.rhbgroup.com/-/media/Assets/Corporate-Website/Document/Others-">https://www.rhbgroup.com/-/media/Assets/Corporate-Website/Document/Others-</a>

<u>TnCs/Updated/personal banking tnc eng.pdf</u> ("Standard Terms and Conditions") and any instructional material provided by us, as well as any other terms, conditions and provisions which we may prescribe from time to time. If there is any conflict between these terms and conditions and any other agreement which you may have with such entities in RHB Banking Group and/or business partners, these terms and conditions shall prevail to the extent that it relates to the use of RHB Online Banking.

We may revise these terms and conditions from time to time, in the manner prescribed in the Standard Terms and Conditions. If you choose to continue using RHB Online Banking services after any revision to these terms and conditions, you shall be deemed to have accepted the revised terms and conditions accordingly.

These terms and conditions of RHB Online Banking shall apply to your access via RHB Online Banking and you agree to be bound by the same.

In addition to these Terms and Conditions, the usage of certain services and facilities (such as PayNet Related Services, Overseas Transfers, ASNB Top Up, eIPO) through RHB Online Banking shall also be subject to the governing Terms and Conditions of the respective services, which is made available to you when you perform the transaction. Your continued use of these Services through RHB Online Banking will indicate that you have read, understand and agree with these Terms and Conditions.

If there is any conflict between these terms and conditions and any other agreement which you may have with such entities in RHB Banking Group and/or business partners, these terms and conditions shall prevail to the extent that it relates to the use of RHB Online Banking.

If you choose not to accept these terms and conditions or any revisions made thereto, please immediately discontinue your access to RHB Online Banking.

Any and all communications transmitted through RHB Online Banking shall be governed by the Standard Terms and Conditions.



# **Application to Access RHB Online Banking by RHB Customer**

Subject to these terms and conditions, if you have an existing CASA/-i and Debit Card/-i, Credit Card/-i or Prepaid card or Loan/Financing Account (Mortgage/Hire Purchase/Personal Financing) with us and the Account is valid, you are entitled to enrol and get access to the RHB Online Banking by performing a one-time online registration at the RHB Internet Banking Website (<a href="https://onlinebanking.rhbgroup.com/my">https://onlinebanking.rhbgroup.com/my</a>) or may download the RHB Mobile Banking App via the Apple App Store, Google play store or Huawei App Gallery. This will enable you to start using the RHB Online Banking services.

Notwithstanding the above, we may at our discretion refuse registration to any such application and/or change the eligibility criteria. However, we are committed to providing valid reasons for any refusal of application. The Account must continue to be valid to enable you to continue using the RHB Online Banking service.

1.2 For online registration via the RHB Online Banking and to use the RHB Online Banking service, you will need to provide the following information:

For registration via Cards:

- ATM/Debit Card/-i, Credit Card/-i, or Prepaid Card number
- Customer ID information (e.g. type/ID number)
- Mobile phone number registered with the bank

For registration via Loan/Financing:

- Loan/Financing account number
- Customer ID information (e.g. type/ID number)
- Mobile phone number registered with the bank

Thereafter, you will create your Username, Password, and Secret Word. You will also need to confirm that you have read, understood, and agreed to the Terms and Conditions.

- 1.3 Upon successfully registering you will proceed to register for Secure Plus and complete the 12 hours cooling off period before you able to perform any transaction or changes on your account.
- 1.4 Upon enrolment and access to RHB Online Banking, you shall be deemed to have read, understood and agreed to be bound by RHB Online Banking terms and conditions and further acknowledge and accept all inherent risks associated in conducting any transactions over the Internet or such other electronic medium approved by us. You also agree and authorise us to track and save your behaviour on the RHB Online Banking. All interaction/clicks in the app will be captured and this data will later be used for analytics purpose to enhance customer experience.
- 1.5 All the supported Accounts (including joint accounts) that are linked to an Access ID will be automatically linked and accessible under the RHB Online Banking service via your Username, subject to a maximum number of Accounts as may be prescribed by us from time to time. You understand and acknowledge and therefore you will strictly observe your obligations and that we shall not be responsible for any loss or damages suffered by you howsoever arising from the non-observance of such obligations. Further, notwithstanding



anything herein to the contrary, and notwithstanding your personal compliance with the subscription procedures of the RHB Online Banking service we are entitled (but is not obligated) to restrict the access to the Services until we have received the written consent of your joint accountholder (if applicable) for the access to and use of the RHB Online Banking service.

1.6 You are required to provide, true, accurate current and complete information about yourself and the Accounts maintained and you agree to not misrepresent the identity or the account information of yourself. You also agree to keep the information of the account up to date and accurate, and to notify us if you have changed any of your information, and that we shall not be responsible for any loss or damages suffered by you arising from the non-observance thereof.

#### **Electronic Services**

- 1.7 You must maintain sufficient funds in the Account to enable us to complete any instructions to debit the Account and effect the transaction.
- 1.8 We will not be liable for any delayed or failed transaction or online application It is recommended that you allow a reasonable period of time for us to effect your transaction or online application and / or notify you of any problem or restriction in effecting the same. We will only be liable for transactions or online application that have been confirmed in writing to you to have been affected.
- 1.9 We shall be at liberty on your behalf to use any independent third parties in effecting any other type of transaction or online application and shall not assume any liability for any delay, non-remittance or non-receipt of such proceeds arising on the part of such independent third parties.
- 1.10 Any instructions for transaction or online application is subject to any arrangement now subsisting or which may hereafter subsist between you and us in relation to the Account or any banking accommodation accorded to you. In particular, we hereby reserve the right to: -
  - refuse at any time to carry out any one or more of the instructions with reason;
     and/or
  - ii. impose limits, restrictions or conditions on the transaction or online application (whether in relation to type, currency, purpose, number, or any other aspect thereof) as may be required by us or any relevant authority(ies) or payment service providers.



## **Other Security Features**

1.11 To access and use the RHB Online Banking service, you must key in the ATM Card / Debit Card/-i number, or Credit Card/-i number or Prepaid Card number or you can enter your Loan/Financing account number when registering for the first time at the RHB Online Banking.

# i. ATM card / Debit card/-i user

- a. For you to access and use the RHB Online Banking to view CASA/-i balance and perform financial transactions, you must first register the ATM Card / Debit Card/-i at RHB Online Banking.
- b. Upon acceptance of the ATM Card / Debit Card/-i registration, you will be required to key in your Username and Password. Upon acceptance of the aforementioned and the acceptance of these terms and conditions, the access to the RHB Online Banking will be activated immediately. You will be able to access RHB Online Banking immediately.

## ii. Credit card/-i user

- a. For you to access and use RHB Online Banking to view the Credit Card/-i account balance and transaction summary, you must register the Credit Card/-i number at the RHB Online Banking.
- b. Upon acceptance of the Credit Card/-i registration, you will be required to key in your Username and Password. Upon acceptance of the aforementioned and the acceptance of these terms and conditions, the access to the RHB Online Banking will be activated immediately. You will be able to access RHB Online Banking immediately.

# iii. Prepaid card user

- a. For you to access and use RHB Online Banking to view the Prepaid Card account balance and transaction summary, you must register the Prepaid Card number at the RHB Online Banking.
- b. Upon acceptance of the Prepaid/-i Card registration, you will be required to key in your Username and Password. Upon acceptance of the aforementioned and the acceptance of these terms and conditions, the access to the RHB Online Banking will be activated immediately. You will be able to access RHB Online Banking immediately.

## iv. Loan/Financing user

- a. For you to access and use RHB Online Banking to view the Loan/Financing account details and transaction summary, you must register the Loan/financing account number at the RHB Online Banking.
- b. Upon acceptance of the Loan/Financing registration, you will be required to key in your Username and Password. Upon acceptance of the aforementioned and the acceptance of these terms and conditions, the access to the RHB Online



Banking will be activated immediately. You will be able to access RHB Online Banking immediately.

- 1.12 Thereafter, you are required to key in Username and Password only for subsequent access to the RHB Online Banking. Secret Word verification is applicable for access to the RHB Online Banking service.
- 1.13 The services in this section is only applicable to the RHB Mobile Banking Application. For you to access and use the Quick View and Quick Payment in RHB Mobile Banking Application, you must register your own biometric (read: fingerprint/Face ID (iOS only)) or PIN number during the first-time login to RHB Mobile Banking Application or at any time after successfully registered at the RHB Online Banking Website.
  - i. You are responsible to ensure the biometric or PIN number set up for Quick View and Quick Payment is genuinely set up by yourself using your own device.
  - ii. By registering for the biometric service, you authorised RHB Mobile Banking Application to use biometric authentication for accessing services such as but not limited to quick login, account inquiry and quick pay.
  - iii. Once you successfully register biometric on your mobile device, the RHB Mobile Banking Application can be accessed with any fingerprint or face registered with your device.
  - iv. You are prohibited from registering any third-party fingerprint or face on your mobile device. Doing so will allow the third party to access your RHB Mobile Banking Application.
  - v. For identical twins, we advise you to use PIN as a quick login method as there are chances of a successful match with the twin.
  - vi. Quick Payment on RHB Mobile Banking Application allows you make payment to selected individuals, billers, ASNB top up and prepaid top up ("Recipients") with only own biometric or PIN number registered up to a limit determined by us. No full login with password is required to payment Quick Payment unless no biometric or PIN number is registered on the device.
  - vii. These Recipients are specifically enabled by you. You are fully responsible for all transactions originated from your device. We will not be held liable for any payments to these Recipients originated from any of your authorized devices.
- 1.14 This section is only applicable to the RHB Mobile Banking Application. On completion of the prescribed registration and activation procedures via RHB Online Banking, you will be able to download the application for installation into your Mobile Phone and be granted the non-exclusive, non-transferable right to use the application, but based upon and subject always to your agreement to the following conditions:
  - i. You will not use the application for any purpose other than to access your own Account(s) via the RHB Mobile Banking Application on the mobile device;
  - ii. You will not download or install the application into a mobile device which you do not own or have exclusive control and you will not permit or enable any person to



access the application, or leave the mobile device unattended in such a manner as to enable a person to access the application.

- 1.15 To perform a financial transaction or change personal profiles:
  - i. You are required to register your mobile number by calling up the Customer Contact Centre or via ATM which is a one-time process. However, you may register/change the mobile number via the RHB Online Banking.
  - ii. You are required to register for Secure Plus in order to authorize any transactions. If you have not onboarded to the RHB Mobile Banking Application, you can download and register for Secure Plus. Once registered, you can successfully authorize transactions via the Approve/Reject notification sent to your mobile device.
  - iii. To ensure the security of our customers, we have implemented a 12-hour cooling off period for any customer who registers or onboards to a new device. During this time, no further transactions can be initiated.
  - iv. Upon first time login to the RHB Online Banking, default limit will be pre-set for all types of transactions and you have the option to revise the limits of each transaction
  - v. For Recurring transactions setup on RHB Now platform, to avoid duplicate payments, you will need to delete those transactions in RHB Now platform and perform a new setup in RHB Online Banking.
- 1.16 We are entitled at any time, to invalidate or cancel any or all of your Identifiers with prior notice as stated in Standard Terms and Conditions and you will be informed as soon as practicable thereafter. Such invalidation or cancellation will normally be effected if the integrity or security of the Identifiers are compromised or are suspected to have been compromised, or if the security and integrity of any part of the RHB Online Banking services are threatened in any way whatsoever. However, we are committed to provide valid reasonings if possible, and we shall not be held liable or responsible for any loss or damage that you may suffer as a result of such invalidation or cancellation save where the loss or damage is due to RHB's negligence, acts, omission.

## **Responsibilities for Security**

- 1.17 You must ensure that you are the only person who can access and give instructions using the RHB Online Banking service. You must keep strictly to the following security procedures:
  - i. It is your responsibility to ensure the Identifiers stay secret. You must not disclose any of the Identifiers to anyone even to your joint account holder, or to our staff member, or someone on RHB helpdesk. If you find out that any of the Identifiers is known to someone else, you must change it through the RHB Online Banking services as soon as possible. If this is not possible you must notify us immediately through emailing or call the Customer Contact Centre. We maintain strict security standards



- and procedures to prevent unauthorized access to information about you. We will never contact you to ask you to validate personal information such as your user ID, password or account numbers.
- ii. You must not let anyone else to operate the RHB Online Banking services for you, leave the computer terminal or mobile device unattended whilst you are logged on to the Service, nor save the Identifiers on any prompt in the personal computer or mobile device (so that the same is automatically entered upon accessing the RHB Online Banking without requiring you to physically key in the Identifiers). You acknowledge and agree that we shall not be held accountable or liable for any loss or damage (including without limitation any loss of funds) incurred or suffered by you or any other party in the event any or all of the information or funds are accessed, used or howsoever otherwise dealt with by third parties under the service.
- iii. In addition, you are responsible for own personal computer or mobile device antivirus and security measures to prevent unauthorised access to the transactions, online application and your Accounts via the RHB Online Banking.
- iv. You must check the Account balances periodically and/or upon the appropriate length of time subsequent to any transaction or online application and to inform us if there are any errors. If you become aware or suspect that there are unauthorised transactions, online application or unauthorised access to the RHB Online Banking services, you must notify us immediately through e-mail or call our Customer Contact Centre.
- v. You must ensure the application downloaded for RHB Mobile Banking Application is genuine.
- vi. You are allowed to bind maximum 1 device per username. It is your responsibility to ensure you are log in to the RHB Mobile Banking Application using the authenticated device(s).
- vii. Authenticated devices bound to your username with registered Secure Plus will be allowed to perform financial and non-financial transactions.
- viii. You shall enable the app level permission for RHB Mobile Banking Application in your mobile device in order to authorize transactions performed in RHB Mobile Banking App.
- ix. Only one authenticated device will be used to authorize selected transactions using the Secure Plus.
- x. The bounded device will be used to perform authorization of selected financial and non-financial transactions with us. You will be fully responsible for all authorizations made from the device and we shall not be held accountable or liable for any loss or damage (including without limitation any loss of funds) incurred or suffered by you or any other party.
- xi. No registration is required to perform authorization of these selected transactions.
- xii. The Identifiers and passwords must be kept strictly confidential and must not be disclosed to any other person.
- xiii. You must not leave the computer/mobile device unattended or permit any person access to the computer/mobile device in such a manner that person may access your RHB Online Banking, whether with or without your consent.
- xiv. If you lose or replace or part with the possession or control of the mobile device or any other device in which the application is installed, or if you have reason to believe



- that someone has accessed your Account, you must immediately notify and instruct us to invalidate the Identifiers immediately, and make a fresh application to register and access RHB Online Banking.
- xv. If your mobile phone is lost or stolen, you must immediately report to us if there is any unauthorized payment via the RHB Online Banking services as a result from the lost or stolen mobile phone.
- 1.18 If we suspect any unauthorized transactions, we may suspend your access and use of the RHB Online Banking services until the fresh Identifiers have been set up.

## **Operating Times**

- 1.19 The RHB Online Banking service will usually be available for use 24 hours, 7 days a week unless otherwise specified in these terms and conditions or via RHB Online Banking.
- 1.20 All or part of the RHB Online Banking services that may be available at certain times due to routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances beyond our control. We do not provide any warranty that the RHB Online Banking services (or any part thereof) provided will be available at the times stated herein. If there is any failure or disruption in the service (or any part thereof), you may e-mail or call the number provided in the Standard Terms and Conditions. Please be reminded that banking transactions may still be conducted via other service delivery channels (eg. branch, ATM, RHB phone banking, etc.)
- 1.21 Please be reminded that certain services/transactions (such as Overseas Transfer and ASNB top up) may only be available and processed during normal banking hours and may take several business days to complete, despite the extended operating times of the RHB Online Banking service. We will use reasonable efforts to inform you of any or all products and/or services which are not available from time to time.

#### Instructions

- 1.22 You agree and authorise us to act on all of the instruction(s) and online application (including funds transfers, bill payments, viewing of Accounts and the Accounts maintained at other website etc.) via the Services after you have successfully logged on to the RHB Online Banking services, and accept full responsibility for all such instruction(s), and in particular for ensuring the accuracy and completeness of the instruction(s) online application, and also for ensuring that the same instructions are not inadvertently transmitted to us twice.
- 1.23 All instruction(s) and online application issued after successful log on to the Services, when received by us, shall be effected in accordance with the procedures, limits and conditions determined by us and any applicable laws as may be amended from time to time. We may delay or refuse to carry out or determine the priority of or execute any such instruction(s) or online application with notice.



- 1.24 All instruction(s) and online application issued after successful log on to the RHB Online Banking services shall be binding on you once transmitted to us regardless of whether the instruction(s) or online application are issued by you or by some other person, whether authorised or not and notwithstanding any error, fraud, or forgery and except where the same is due to RHB's gross negligence, error, fraud or forgery. We will not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by you as a result of:
  - i. any unauthorised instructions or transactions effected using the Identifiers, as a result of the non-observance with the obligations under Clause 1.17 above;
  - ii. our refusal to act upon any instruction(s) given to us under circumstances which, in our opinion, are suspicious or irregular;
  - iii. we effecting instruction(s) without verifying the accuracy and/or completeness of such instruction(s), although we are entitled at our discretion to seek such confirmation from you; or
  - iv. your non-observance of any of these terms and conditions, including but not limited to bounced cheques caused by insufficient funds in the Account(s) after the debiting of the fees and charges in the Standard Terms and Conditions.
- 1.25 Once you have given instruction, you are not allowed to cancel or amend it. However, upon your request, we may, at our discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any of your earlier instruction. All costs and charges incurred by us in implementing any such requests by you shall be borne by you and may be debited from Account(s) as we deem fit. Therefore, it is necessary that you understand, acknowledge and observe your obligations as stated in clause 1.22 to 1.24 stated above.

You hereby agree that it is your responsibility to review the Transaction Record pertaining to any RHB Online Banking Services transaction initiated on your Instruction as well as any alerts thereto, in a timely manner and on a regular basis.

- 1.26 It shall be your responsibility to notify us immediately when you:
  - i. receive incomplete, garbled or inaccurate data or information from us of any and all instructions, transactions or other use under the RHB Online Banking service.
  - receive any data or information which is not intended for you and you shall delete such data or information immediately and not retain the same (or copies thereof); or
  - iii. become aware, or suspect or have any reason to believe that any instruction(s) sent by you has not been received by us or is not accurate including without limitation any mistaken, fraudulent or unauthorised payments or funds transfers from or to your Account(s).

**Rights of and Liabilities to Third Parties** 



- 1.27 At times you may require the services of and/or software provided by third parties, which are not under our control, to access and operate the RHB Online Banking. In this regard, you understand and agree as follows: -
  - You are responsible for and shall not in any way hold us responsible or liable for any services and/or software through which you have access to the RHB Online Banking services that are not controlled by us;
  - ii. You shall be responsible to ensure that the software that is supplied to you is compatible with any computer, computer system or other device from which you have accessed the RHB Online Banking and any other software on that device or any other provider on other device;
  - iii. You shall be bound by all terms and conditions prescribed by such services and/or software as aforementioned used by you to access the RHB Online Banking without any recourse to us;
  - iv. We shall not be held liable or responsible for any loss or damage or other charges or expenses that may be incurred by you by the use of such services and/or software as aforementioned.
- 1.28 You understand that any access to the RHB Online Banking will be effected through the relevant internet service provider, network provider or communication network provider or any other provider in the country from which such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider, network provider or communication network provider or any other provider.
- 1.29 We do not warrant the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction via the RHB Online Banking. In addition, you accept and agree that we shall bear no responsibility for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the services provided by any relevant internet service provider, network provider or communication network provider or any other provider.
- 1.30 We will, from time to time, and at our discretion, display certain third-party products or services in the RHB Online Banking, or a Link to the website of such third party in the RHB Online Banking. Whilst we will endeavour to ensure a minimum quality and standard for all products and services offered within the RHB Online Banking, since your purchase of such products or services will be directly from the third party concerned, we cannot make any representations or warranties on the pedigree of such third party and/or the quality or standard of their products or services.
- 1.31 You shall indemnify, defend and hold us harmless from and against any and all suits, actions, judgments, damages, costs, losses, expenses (including legal fees on a solicitor and client basis) and other liabilities arising from a breach and/or contravention and/or non-compliance with any provision under this RHB Online Banking Terms and Conditions document save where the contravention is due to RHB's negligence, acts, or omission.



# Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

# 1.32 You hereby represents, warrants and undertakes that:

- a) You have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence:
- b) You have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- c) You have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence:
- d) You have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- e) You will at all times comply with the Regulatory Requirements;
- f) You will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to us due to your actions; and
- g) You understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

# 1.33 You acknowledges and agrees that:

- a) We are obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which we as a licensed financial institution may from time to time be subject to in Malaysia;
- b) We shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) If we are of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for us to approve the approve/execute the transaction would contravene any of the Regulatory Requirements (in whole or in part), including without limitation our receipt of any alert or positive name match from the relevant checks conducted on you and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by us pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in these terms and conditions, we shall, at any time as required or permitted by such Regulatory Requirements, be entitled to refuse to carry out



- your transaction (whether in relation to one-off transaction or standing instructions/recurring transactions).
- d) if your account is suspended/cancelled/terminated by us pursuant to our compliance to Regulatory Requirements:
- (i) no utilisation or further utilisation of the services under these terms and conditions shall be made allowed; and
- (ii) We shall be entitled to exercise all or any of its rights and remedies available to it, the applicable laws or otherwise;
- e) You shall provide all such documents and information as we may require for the purposes of complying with the Regulatory Requirements;
- f) We shall be entitled to stop all access to online banking services for your account, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

#### **Disclosure of Information**

1.34 Where we need to pass information to other financial institutions or to any of our associated companies in order to execute your Instructions or online application, you shall authorise us to transmit and store information about you and your Account(s) to provide these third parties with such information. You hereby agree and understand that we, or any third-party to whom we have transmitted information about you or your Account(s), may disclose this information if required or authorised by law to do so.

# **Personal Data Protection Act**

- 1.35 By accessing the RHB Online Banking or using any of the services, you confirm that you have read, understood and irrevocably agreed to be bound by the RHB Banking Group Privacy Notice (which is available at <a href="https://www.rhbgroup.com/others/privacy-policy/index.html">https://www.rhbgroup.com/others/privacy-policy/index.html</a> and as updated from time to time) and the clauses herein, as it may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.
- 1.36 You consent to and authorizes the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to process, disclose, retain, share and/or verify information or documents pertaining to your account(s) with the following parties including without limitation:
  - i. Any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation for cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
  - ii. Any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;



- iii. You agree and authorise any party(ies) providing services granted to you, associates or agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third-party service providers in connection with the services rendered to you via RHB Online Banking.
- iv. In the event you provide personal and/or financial information relating to third parties, including but not limited to information relating to your next-of-kin, dependents, shareholders, officers, individual guarantors and security providers, for the purpose of opening or operating the RHB Online Banking with us or otherwise subscribing to our products and services, you confirm that you have obtained their consent or are otherwise entitled to provide the information to us and for us to use it in accordance with this Online Banking Terms and Conditions;

#### **ASNB Services**

- 1.37 We required your explicit consent to link your ASNB account to RHB online banking. By using the service, you acknowledge and agrees that we may obtain your ASNB account information from ASNB (including your minor account), in order to display the information to you and enable ASNB top up service to you.
- 1.38 You agree that we may reveal details of your personal information such as name, NRIC number, relationship with the beneficiary, purposes of the transaction and source of fund ("Required Information") to ASNB for all ASNB top up transactions.

## **Fees and Charges**

- You acknowledge that we shall be entitled to levy or impose service charges or transaction fees and/or to vary such fees from time to time in respect of the RHB Online Banking services rendered to you, subject to us having given you prior notice of twenty-one (21) calendar days. Subject to such prior notice, you hereby authorise us to debit your account for the payment of any Fees and Charges or Taxes and/or penalties imposed including any Government charges, stamp duties or Taxes payable as a result of the use of RHB Online Banking and the Banking Services provided under it.
- 1.40 All Fees and Charges, Taxes and duties, including but not limited to telephone and telecommunication charges relating to your access and connection to RHB Online Banking (including any fees and charges imposed by any network service provider) will be borne solely by you, and we are neither responsible nor liable in relation to such Fees and Charges, Taxes and duties.

#### **Equipment and Software**

1.41 You also agree that you are responsible for the computer, system, mobile device and/or other device from which you access the RHB Online Banking, including without limitation the maintenance, operation and permitted use of such computer, system, mobile device and/or other device and that it is your obligation to comply with any criteria imposed by



us from time to time with respect to the computer, system, mobile device and/or other device from which you have accessed the RHB Online Banking (including any software used).

- 1.42 You shall not access the RHB Online Banking using any computer, system, mobile device and/or other device which you do not own unless you have received the owner's permission. You shall also ensure that any computer, system, mobile device and/or other device from which you have access and use the RHB Online Banking shall be properly maintained and shall be free from any defects, viruses or errors. You are to further ensure that the computer, system, mobile device and/or other device is loaded with the latest anti-virus and anti-spyware software and that the said software is at all times installed and updated with the latest pattern. You shall also ensure that the downloaded application is from trusted channels and genuine application and all applications downloaded is at your own risk.
- 1.43 Any material downloaded or otherwise obtained through the use of the RHB Online Banking is done at your own discretion and risk and you are responsible for any damage to the computer, system, mobile device and/or other device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or the Service Provider through or from the services will create any warranty not expressly stated in these terms.

## **Restrictions on Use of RHB Online Banking**

- As a condition of your permitted use of the RHB Online Banking, you undertake that you will not use the RHB Online Banking (or any service, information or product thereunder) for any illegal or unlawful purpose or where otherwise prohibited under law or by these terms and conditions. You shall not use the RHB Online Banking (or any service, information or product thereunder) in any manner which could damage, disable, overburden, corrupt or impair the RHB Online Banking or the hardware or application and software system, security protocols, information/service provider networks or other operations or interfere with any party's use and enjoyment of the RHB Online Banking. You shall not attempt to gain unauthorised access to any account(s) or any hardware and software system, security protocols, information/service provider networks or other operations connected to the RHB Mobile Banking application, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the RHB Online Banking.
- 1.45 You shall not modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or Content of the RHB Online Banking without obtaining our prior written approval unless expressly allowed under these terms and conditions. Further, you shall not post, send or transmit any unauthorised Content on to or through



the RHB Online Banking including without limitation, Content that (i) is unlawful, vulgar, obscene, libellous, breach of privacy, abusive or otherwise objectionable; (ii) "junk mail", "spam", "chain letters" or any other form of unauthorised materials; and (iii) contains software viruses or any file or program that may interrupt, disable, overburden, corrupt or impair the RHB Online Banking or the hardware and software system, security protocols, information/service provider networks or other operations.

## **Ownership of Intellectual Property Rights**

- 1.46 You are permitted to use Content delivered to you through the RHB Online Banking services only on the services as provided within this terms and conditions.
- 1.47 We own and hereby assert whether now or in the future all registered and unregistered rights (including all moral rights) in the RHB Online Banking, the Content, application and any other legal and beneficial rights and interests of whatever nature related thereto conferred under the laws of Malaysia and all the countries in the world for the full period thereof, together with any renewals and extensions thereof.
- 1.48 Nothing in these terms and conditions shall be deemed to grant any express or implied license (or other right) to you to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights set out in the aforesaid paragraph. The RHB Online Banking and the rights granted to you under these terms and conditions are made available to you strictly for your personal use and access. Any rights not expressly granted under these terms and conditions are entirely and exclusively reserved to and by us.
- 1.49 You are licensing to us and our Service Provider any information, data, Passwords, materials or other Content (collectively, "Customer Content") which you provide to the RHB Online Banking service. We and Service Provider may use, modify, display, distribute and create new material using such Customer Content to provide the Services to you. By submitting Customer Content, you automatically agree, or promise that the owner of such Customer Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we and the Service Provider may use the Customer Content for the purposes set out above. As between us and the Service Provider, we own your confidential account information.
- 1.50 You shall not by yourself or through any third party commit or attempt to commit any infringing acts, including but not limited to framing, unauthorised linking, spamming, metatagging, and/or spidering.
- 1.51 You agree not to reverse engineer or reverse compile any of the technology of the RHB Online Banking service, including but not limited to, any Java applets associated with the service.
- 1.52 From time to time we may issue directives or instructions in relation to any use of the intellectual and proprietary rights belonging to us (or to our designees) and you shall forthwith comply with any and all such directives or instructions.



### Liability and Indemnity on RHB Online Banking

- 1.53 The provision in the Standard Terms and Conditions will apply notwithstanding the fact that we or the Service Provider may have been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the RHB Online Banking service; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the RHB Online Banking service; (iv) unauthorized access to or alteration of the transmissions or data; (v) statements or conduct of anyone on the RHB Online Banking service; (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Services.
- 1.54 Without prejudice to the generality of the foregoing, you understand that you are personally responsible for the use and access to the RHB Online Banking and hereby agree to indemnify, defend and hold us harmless against any and all claims, demands, suits, actions, judgements, damages, costs, losses, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities whatsoever and howsoever caused that may arise or be incurred by us in providing the RHB Online Banking service to you, whether or not arising from or in connection with:-
  - Your failure to strictly observe the security obligations under Clause 1.17, and/or the subsequent acts or omissions of any person using the Identifiers as a consequence of the failure to so observe the aforesaid security obligations;
  - ii. an infringement of a trademark, or copyright, or other intellectual proprietary right of a third party (please refer to Clause 1.48);
  - iii. any illegal, immoral and/or negligent act, error or omission via the RHB Mobile Banking Application service, including but not limited to computer crimes, fraud, cheating, defamation, etc. (please refer to Clause 1.50) and/or your failure to observe the applicable laws and/or regulations applicable (please refer to Clause 1.50); and/or
  - iv. Your failure to ensure there are sufficient funds in the Account, and/or issue instructions/effect transactions sufficiently in advance and/or in accordance with the terms and conditions applicable thereto (please refer to the Standard Terms and Conditions and Clause 1.7 generally). The parties hereto agree that this provision shall take effect to the widest and fullest extent permitted by law.
- 1.55 The provisions of Clause 1.53 and 1.54 herein shall take effect to the widest and fullest extent permitted by law.

#### **Suspension or Termination of Service**

1.56 Notwithstanding any other provision herein, we may, at any time, with prior notice and by providing a valid reason to you, discontinue, suspend, or terminate the RHB Online Banking (or any part thereof) or your right to access and use the RHB Online Banking (or any part thereof), unconditionally or otherwise, at our discretion. We may also, at our discretion, impose conditions on the suspension, including the period of suspension and



reinstatement of the RHB Online Banking service, and the requirements before any reinstatement is made.

1.57 Upon suspension or termination of the RHB Online Banking service, we shall not be obligated to act upon any of your instructions, whether received before or after the effective date of suspension or termination and which have not been already implemented by us, at our discretion. If there are any outstanding matters or activities that we require you to comply with, you shall take all steps required by us to effect completion or termination of all the activities under or pursuant to the services or the RHB Online Banking. Any and all rights and licenses granted to you hereunder shall cease with immediate effect. Termination or suspension by us of the RHB Online Banking service under this Clause 1.56 and Clause 1.57 shall not entitle you to, and you hereby waive all rights to any claim or compensation against us for any and all loss or damage suffered or incurred by as a direct or indirect result of the act of termination or suspension and except where the loss or damage is due to RHB's gross negligence, wilful misconduct, wilful default or fraud.

#### **Evidence**

1.58 Our records of all and any communications by you during or pursuant to the use and access to the RHB Online Banking in any form or medium whatsoever (including electronic information storage media) shall be conclusive evidence thereof. Any and all communications transmitted through the RHB Online Banking in accordance herewith shall be construed to be valid, accurate, authentic and shall have the same effect as a written and/or signed document.

# **Offers & Promotions**

- 1.59 Offers & Promotions is a service that is offered at RHB Online Banking
- 1.60 Copyright and Trademarks of Offers & Promotions

All contents included in the Feature, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, are owned and/or licensed by us and/or its content supplier are protected by copyright, trademarks and other laws. The compilation of all content in the Feature is our exclusive property and is protected by copyright laws.

## 1.61 Currency

All transactions in the RHB Online Banking are to be conducted and payable in Malaysian Ringgit (MYR), unless otherwise indicated.



## **Hyperlinks to Third Parties**

1.62 There may be instances when hyperlinks to third parties' websites (including hyperlinks to the websites of any regulatory authorities such as Bank Negara Malaysia and PIDM) are included on RHB Online Banking. These hyperlinks are provided for your reference only, and this does not mean that we endorse or sanction such websites in any way. Your use of any such hyperlinks to third parties' websites and use of any of the information or materials available on such third parties' websites will at all times be governed by the terms of use of such third parties and any other relevant policies or conditions that such third parties may impose. We will therefore not be responsible or liable for (a) your access to and use of such websites; (b) any services, information or materials available on such websites or your use of the same; or (c) any transaction, transmission or communication between you and such third parties.

#### **Definitions**

"Account" means one or more of your savings accounts, current accounts, fixed deposit accounts, term deposit, general investment accounts, Mudharabah accounts, multi-currency accounts, emoney accounts or loan/financing, credit card/-i, investment or other accounts as may be accessed through RHB Online Banking, as determined by us from time to time.

"AMLA" means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

"ASNB" means Amanah Saham Nasional Bhd [(Company No. 198301002944 (98127X))]

"ASNB Services" means ASNB services that are made available by RHB Online Banking and/or RHB Mobile Banking to its customers via Electronic Services, this may include any transaction effected in respect to the subscription of units in any ASNB Fund.

"Banking Services" refers to the facilities, products and services identified in this Agreement or as may be provided by RHB and/or any of its subsidiaries, affiliates and business partners from time to time via RHB Online Banking.

"Biometric Authentication" means authentication using Fingerprint, Facial Recognition, Touch ID or Face ID as a means of accessing the RHB Mobile Banking Application.

"Biometric Data" means the fingerprint imprints, digital representations of facial characteristics and any other means that are used for verifying your identity, as captured via the Fingerprints / Facial Recognition / Touch ID / Face ID module of your mobile device.

"Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.



"DuitNow" means the services established by PayNet to facilitates industry -wide ubiquitous payments or credit transfer under the DuitNow branding, such as DuitNow Transfer, DuitNow QR and DuitNow Request.

"**DuitNow Transfer**" means a service established by PayNet, which allows customers to initiate and receive instant credit transfers using a recipient's account or recipient's DuitNow ID.

"DuitNow ID" means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Request Owner & Operator from time to time.

"**DuitNow QR**" means a service which facilitates industry-wide ubiquitous payments or credit transfers by means of scanning QR codes which comply with DuitNow QR standards.

"Electronic Services" refers to any instructions given by you through RHB Online Banking, this may include all PayNet Related Services, Fund Transfer, Bill Payments, Prepaid Reloads, Overseas Transfers, ANSB Top Up, Loan Redrawal, Cash Excess, Term Deposit and investment in foreign currencies or precious metals.

"Instructions" means any request, application, authorisation or instruction in any form given or transmitted through RHB Online Banking by you or any other persons purporting to be you, whether such request, application, authorisation or instruction is authorised or unauthorised by you.

#### "Instrumentalities of an offence" means:

- a) anything which is used in, or in connection with, the commission of any unlawful activity; or
- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity, whether the thing or property is situated within or outside Malaysia.

"Jailbreak/Rooting" means unauthorised modification of the operating system of the Mobile Device.

"JomPAY" means Malaysia's national bill payment system established and operated by PayNet.
"Loss" means any and all losses, damage (financial and otherwise), injuries, costs, charges, taxes, duties, levies, penalties and/or expenses of any nature, including legal fees on a full indemnity basis.

"Login Id" means a unique identification assigned to you or selected by you for your access to RHB's Internet Banking and Mobile Banking.

"Mobile device" means the mobile device or such other communication device with internet access which is used to access the Mobile Banking service.



"One Time Password (OTP)" means the unique alphanumeric code that is only valid for a single transaction when you perform any high-risk transaction. The OTP will be sent together with Security Code via SMS to the registered mobile phone number. You have to make sure that the Security Code displayed on the Confirmation Page is an exact match with the Security Code sent via SMS before entering the OTP to complete the transaction.

"Password" means the string of alphanumeric characters selected by you of which, being unique to you and known only to you and our computer system, authenticates your Login ID whenever you access the Internet Banking and/or Mobile Banking Services and together with the Login ID constitutes the other part of the electronic signature.

"PayNet" means Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 [836743-D]).

"PayNet Related Services" means the services which facilitates industry -wide ubiquitous payments or credit transfer i.e. DuitNow Transfer, DuitNow QR and all other services offered under DuitNow, JomPAY, Inter Bank Giro (IBG), Financial Process Exchange (FPX) which offered by PayNet and complies with the requirements of PayNet.

"Payment" means a payment made by you in relation to any bills or other payment requests received by you from Payee Corporations.

"PIDM" means Perbadanan Insurans Deposit Malaysia.

"Proceeds of an unlawful activity" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- a) which is wholly or partly:
  - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
  - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
  - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

## "Property" means:

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products,



drafts and letters of credit, whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property.

"Push Notification" refers to the transaction notifications, promotions and alerts service made available on RHB Mobile Banking App, all of which may be sent to your Mobile Device even if your Mobile Device is locked, in standby mode, or is not running.

"Quick Payment" means the Transfer, Bill Payment, ASNB Top Up and Prepaid Top Up Services (including selected PayNet Related Services) to allow you to perform transactions (i) in the RHB Mobile Banking Application, using Biometric Authentication and/or Passcode login function in the RHB Mobile Banking App. The transaction amount(s) performed shall be subject to limits set by RHB.

"Regulatory Requirements" includes all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Financial Services Act 2013, Islamic Financial Service Act 2013, to which RHB as a licensed financial institution may from time to time be subject to in Malaysia.

"RHB Online Banking" means the Banking Services which may be accessed by you at <a href="https://onlinebanking.rhbgroup.com/my/login">https://onlinebanking.rhbgroup.com/my/login</a> via the Internet or any other electronic medium approved by RHB Bank Berhad in accordance with this Agreement.

"RHB Mobile Banking" means the mobile application which may be downloaded and accessed by you via a mobile device configured with an iOS or Android version.

"Secure Plus" Secure Plus is a secure token service available in software form for smartphones, used by customers for security when performing authorizations required by RHB for transactions or any other changes, including non-financial, as determined by RHB. It is supported on mobile devices running iOS and Android, unless otherwise notified by RHB.

Customers can register for Secure Plus through RHB's Mobile Banking app. Upon successful registration, a push notification will be sent to the Registered mobile device for any transaction or change that requires Secure Plus. Customers can then review the details and proceed to authorize.

This feature ensures the security of your transactions and account changes, allowing you to securely authorize actions of any kind, as determined by the Bank from time to time.

"Registered Mobile Device" means the Mobile device that been registered with Secure Plus.

"Security Code" means the unique 6 digit code that will be displayed on the 'Confirmation Page' for any high risk transaction and will also be sent via SMS to the registered mobile phone number. You have to make sure that the Security Code displayed on Confirmation Page is an exact match with the Security Code sent via SMS.



## "Serious offence" means:

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences.

"Transfer" means any transfer of funds within your own RHB account or to a third party account maintained with RHB or any other transfers as may be made available to you by RHB from time to time.

"**Transactions**" means the financial instructions you given to us using RHB Online Banking including Transfer (both local and Overseas Transfers), Bill Payment, ASNB Top Up, Prepaid Top Up Services and all PayNet Related Services.

# "Unlawful activity" means:

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence, regardless whether such activity, wholly or partly, takes place within or outside Malaysia.

"eIPO" is an electronic share application service for Initial Public Offerings (IPO)