

## **ANNOUNCEMENT:**

## Revised Terms & Conditions for RHB Debit Card/-i

6th July 2022

Dear Valued Customers,

Please be informed that the Terms and Conditions for RHB Debit Card/-i will be revised effective 26<sup>th</sup> July 2022 onwards.

Please visit the following links 26th July 2022 onwards:-

- LINKC (Conventional Debit Cards)
- LINK ISL (Islamic Debit Cards)

Thank you.

The summary of the changes are as follows:-

## A. RHB Debit Card / Easy Smart Debit Card / RHB MyDebit Corporate Card Terms and Conditions (Conventional)

Terms & Conditions	Revised Clause	Revised Item	
RHB Debit Card	Inclusion of additional definition under clause 1.1	AMLATFPUA" means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001.	
Easy Smart Debit Card	Inclusion of additional definition under clause 1.1	"Gratification" means:- a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar	
RHB MyDebit Corporate Card	Inclusion of additional definition under clause 1.1	advantage; b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity; c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage; e) any forbearance to demand any money or money's worth or valuable thing; f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f) above.  "MACCA" means the Malaysian Anti-Corruption Commission Act, 2009.	



Terms &	Revised Clause	Revised Item
RHB Debit Card	Inclusion of additional clause under item 12A & 12B	AMLATFPUA The Cardmember hereby: - a) represents and warrants to, and undertakes with, RHB Bank that: -
Easy Smart Debit Card	Inclusion of additional clause under item 12A & 12B	<ul> <li>i. it has not engaged, and will not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;</li> </ul>
RHB MyDebit Corporate Card	Inclusion of additional clause under item 11A & 11B	<ul> <li>ii. it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and will 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;</li> <li>iii. it has not removed from or brought into Malaysia, and will not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and</li> <li>iv. it has not concealed, disguised or impeded, and will 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;</li> <li>b) acknowledges and agrees with RHB Bank that:- i. RHB Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and</li> </ul>
		other requirements, including without limitation the AMLATFPUA, the Strategic Trade Act 2010 and the Financial Services Act 2013, to which RHB Bank as a licensed financial institution may from time to time be subject to (collectively, "Regulatory Requirements");  ii. RHB Bank will be entitled to do or refrain from
		doing any act or thing, for compliance with the Regulatory Requirements;
		iii. if RHB Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB Bank to approve the application for the Card or to allow the use of the Card, has occurred or arisen, or the approval of the application for the Card or allowing the use of the Card, would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB Bank's receipt of any alert or positive name match from the relevant checks conducted on the Cardmember and any related third party involved in the underlying transaction(s) (including without limitation the vendors, merchants and/or third party service providers to whom the Card is to be credited) by RHB Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in these terms and conditions, RHB Bank will, by giving not less than 14 working days written notice or such shorter period as



Terms & Conditions	Revised Clause	Revised Item
Containente		required or permitted by such Regulatory Requirements, be entitled to:-
		<ul> <li>aa) reject the Cardmember's application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;</li> <li>bb) suspend the Card and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or</li> <li>cc) cancel the Card and terminate its relationship with the Cardmember and do all such acts and things as may be necessary to comply with the Regulatory Requirements.</li> </ul>
		If the Card is cancelled/terminated by RHB Bank pursuant to their compliance to the Regulatory Requirements: -
		<ul> <li>aa) the debts will immediately become due and payable;</li> <li>bb) no utilization of the Card will be allowed; and</li> <li>cc) RHB Bank will be entitled to exercise all or any of its rights and remedies available to it under these Terms and Conditions and the applicable laws or otherwise;</li> </ul>
		<ul> <li>iv. it will provide all such documents and information as RHB Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;</li> <li>v. RHB Bank will be entitled to freeze / seize the Card under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) 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.</li> </ul>
		c) undertakes and agrees with RHB Bank that:- i. it will at all times observe with RHB Bank's steps in undertaking their obligations towards complying with the Regulatory Requirements; ii. it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB Bank due to its actions; and iii. it understands that any breach(es) due to AMLATFPUA and sanction requirements are nonnegotiable.
		For the purpose of this Clause 12A: -
		<ul> <li>"instrumentalities of an offence" means: -</li> <li>a) anything which is used in, or in connection with, the commission of any unlawful activity; or</li> <li>b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,</li> <li>whether the thing or property is situated within or outside</li> </ul>
		Malaysia.



Terms & Conditions	Revised Clause	Revised Item
Conditions		"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 subclause (i); or iii. acquired using the property derived or obtained by any person through any disposal or other dealings referred to in sub-clause (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 sub-clause (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of sub-clause (a) (i), (ii) or (iii);
		<ul> <li>"property" means: -</li> <li>a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or</li> <li>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,</li> <li>whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;</li> </ul>
		<ul> <li>"unlawful activity" means: -</li> <li>a) any activity which constitutes any serious offence or any foreign serious offence; or</li> <li>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,</li> <li>regardless whether such activity, wholly or partly, takes place within or outside Malaysia;</li> </ul>
		<ul> <li>"serious offence" means: -</li> <li>a) any of the offences specified in the Second Schedule of AMLATFPUA;</li> <li>b) an attempt to commit any of those offences; or</li> <li>c) the abetment of any of those offences;</li> </ul>
		"transaction" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.
		12B. MACCA
		The Cardmember has been advised to read and understand and has read and understood the anti-corruption and anti-bribery policies and procedures of RHB Bank that are available on RHB Bank's website at <a href="https://www.rhbgroup.com">www.rhbgroup.com</a> . The Cardmember



Terms &	Revised Clause	Revised Item	
Conditions		will be notified by RHB Bank of any amendments or revisions to the anti-corruption and anti-bribery policies and procedures of RHB Bank, and the Cardmember will also read and understand such amendments or revision, which will be made available on RHB Bank's website at <a href="https://www.rhbgroup.com">www.rhbgroup.com</a> . The Cardmember further understands that the Cardmember may contact RHB Bank's Group Integrity & Governance Division at integrity.governance@rhbgroup.com if the Cardmember does not understand the policies, procedures or any related updates.  2. The Cardmember agrees that the breach by the Cardmember of any of the section under this Clause 12B.1 amounts to a material breach of these Terms and Conditons and Clause 5 will apply.	
RHB Debit Card	Revision/removal of certain under clause 13.10	13.10 If the Cardmember wishes to complaint on the products or services provided, he/she may contact: -	
Easy Smart Debit Card  RHB MyDebit Corporate Card	Revision/removal of certain under clause 13.10  Revision/removal of certain under clause 12.10	Address  RHB Customer Contact Centre  Level 6 Menara AA  Jalan Tun Razak  50400 Kuala Lumpur  Level 4 Crystal Plaza  No 4 Jalan 51A/223, Seksyen 51A  46100 Petaling Jaya  Selangor	
		Telephone 03-92068118 (RHB Phone Banking)	
		Email customer.service@rhbgroup.com	
		Website www.rhbgroup.com  If your query or complaint is not satisfactorily resolved, you may contact Bank Negara Malaysia LINK or TELELINK at:  Address Block D, Bank Negara Malaysia Jalan Telephone 1-300-88-5465 Fax 03-21741515 E-mail bnmtelelink@bnm.gov.my	



## B. RHB Debit Card-i / Easy Debit Card-i / RHB Corporate MyDebit Card-i / RHB VISA WWF Debit Card-i Terms and Conditions (Islamic)

Terms & Conditions	Revised Clause	Revised Item	
RHB Debit Card-i	Inclusion of additional definition under clause 1.1	"AMLATFPUA"	means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001.
Easy Debit Card-i	Inclusion of additional definition under clause	"Gratification"	means: -
RHB Corporate MyDebit Card-i	Inclusion of additional definition under clause 1.1		a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable,
RHB VISA WWF Debit Card-i	Inclusion of additional definition under clause 1.1		financial benefit, or any other similar advantage; b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
			c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
			d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
			e) any forbearance to demand any money or money's worth or valuable thing;
			f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and



Terms & Conditions	Revised Clause	Revised Item
		g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f) above.  "MACCA" means the Malaysian Anti-
		Corruption Commission Act, 2009.
RHB Debit Card-i	Inclusion of additional clause under item 12A & 12B	11A/12A. AMLATFPUA The Cardholder hereby:-
Easy Debit Card-i  RHB Corporate MyDebit Card-i  RHB VISA WWF Debit Card-i	Inclusion of additional clause under item 11A & 11B  Inclusion of additional clause under item 11A & 11B  Inclusion of additional clause under item 12A & 12B	<ul> <li>(a) represents and warrants to, and undertakes with, the Bank that:-  i. it has not engaged, and will not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence; ii. it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and will 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; iii. it has not removed from or brought into Malaysia, and will not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and</li> <li>iv. it has not concealed, disguised or impeded, and will 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;</li> <li>(b) acknowledges and agrees with the Bank that:-  i. The Bank is 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 AMLATFPUA, the Strategic Trade Act 2010 and the Islamic Financial Services Act 2013, to which the Bank as a licensed financial institution may from time to time be subject to (collectively, "Regulatory Requirements");</li> <li>ii. The Bank will be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;</li> <li>iii. if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the application for the Card or to</li> </ul>



Terms & Conditions	Revised Clause	Revised Item
	Revised Clause	allow the use of the Card, has occurred or arisen, or the approval of the application for the Card or allowing the use of the Card, would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank's receipt of any alert or positive name match from the relevant checks conducted on the Cardholder and any related third party involved in the underlying transaction(s) (including without limitation the vendors, merchants and/or third party service providers to whom the Card is to be credited) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, the Bank will, by giving not less than 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-  (aa) reject the Cardholder's application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;  (bb) suspend the Card, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or  (cc) cancel the Card and terminate its relationship with the Cardholder, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.  If the Card is cancelled / terminated by the Bank pursuant to their compliance to Regulatory Requirements: -  (aa) the debts will immediately become due and payable;  (bb) no utilisation of the Card will be allowed; and  (cc) The Bank will be entitled to exercise all or any of its rights and remedies available to it under this Agreement and the applicable laws or otherwise;
		<ul> <li>iv. it will provide all such documents and information as the Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;</li> <li>v. The Bank will be entitled to freeze / seize the Card under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) 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.</li> </ul>



Terms &	Revised Clause	Revised Item
Conditions		(c) undertakes and agrees with the Bank that:- i. it will at all times observe with the Bank's steps in undertaking their obligations towards complying with the Regulatory Requirements; ii. it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to The Bank due to its actions; and iii. it understands that any breach(es) due to AMLATFPUA and sanction requirements are non-negotiable.
		For the purpose of this Clause 11.8: -
		<ul> <li>"instrumentalities of an offence" means: -</li> <li>(a) anything which is used in, or in connection with, the commission of any unlawful activity; or</li> <li>(b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,</li> </ul>
		whether the thing or property is situated within or outside 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 subclause (i); or  iii. (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subclause (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 sub-clause (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of sub-clause (a) (i), (ii) or (iii);
		<ul> <li>"property" means: -</li> <li>(a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or</li> <li>(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,</li> </ul>
		whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;
		"unlawful activity" means: -  (a) any activity which constitutes any serious offence or



Terms & Conditions	Revised Clause	Revised Item
Containent		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;
		"serious offence" means: -  (a) any of the offences specified in the Second Schedule of AMLATFPUA;  (b) an attempt to commit any of those offences; or  (c) the abetment of any of those offences;
		"transaction" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.
		a) The Cardholder has read and understood the anti- corruption and anti-bribery policies and procedures of the Bank that are available on RHB website at www.rhbgroup.com. The Cardholder will be notified by the Bank of any amendments or revisions to the anti-corruption and anti-bribery policies and procedures of the Bank, and the Cardholder will also read and understand such amendments or revision, which will be made available on RHB's website at www.rhbgroup.com. The Cardholder further understands that the Cardholder may contact RHB Bank's Group Integrity & Governance Division at integrity.governance@rhbgroup.com if the Cardholder does not understand the policies, procedures or any related updates.
		b) The Cardholder agrees that the breach by the Cardholder of any of the section under this Clause 11B/12B (a) amounts to a material breach of the terms or conditions of this Agreement and Clause 5 will apply.
RHB Debit Card-i	Revision/removal of certain under clause 13.10	If the Cardholder wishes to complaint on the products or services provided, he/she may contact: -  Address RHB Cards & Unsecured Business
Easy Debit Card-i	Revision/removal of certain under clause 12.11	P O Box 10135 50905 Kuala Lumpur  RHB Customer Contact Centre
RHB Corporate MyDebit Card-i	Revision/removal of certain under clause 12.10	Level 4 Crystal Plaza No 4 Jalan 51A/223, Seksyen 51A 46100 Petaling Jaya Selangor
RHB VISA WWF Debit Card-i	Revision/removal of certain under clause 13.10	Telephone 03-92068118 (RHB Phone Banking) Email customer.service@rhbgroup.com Website www.rhbgroup.com
		If your query or complaint is not satisfactorily resolved, you may contact Bank Negara Malaysia LINK or TELELINK at:



Terms &	Revised Clause	Revised Item	
Conditions			
		<del>Address</del>	<del>Block D, Bank Negara</del>
			<del>Malaysia</del>
			<del>Jalan</del>
		<del>Telephone</del>	<del>1-300-88-5465</del>
		<del>Fax</del>	<del>03-21741515</del>
		E-mail	bnmtelelink@bnm.gov.my