

TERMS AND CONDITIONS GOVERNING THE RHB MOBILE SOFTWARE APPLICATION AND TRAVEL FX SERVICE

1. INTRODUCTION

- 1.1 The RHB mobile software application ("Application") is brought to you by RHB Bank Berhad, Singapore branch (UEN: S99FC5710J) ("the Bank", "we", "us"). These terms and conditions ("Terms") will apply to your use of the Application. Additional terms and conditions may be prescribed by the Bank from time to time in respect of certain accounts and services and shall be read together with these Terms and shall supplement and are additional to these Terms.
- 1.2 Please take the time to read and understand these Terms and all additional terms and conditions and policies referenced herein before using our services so that you are aware of your legal rights and obligations. Unless otherwise stated, if there is any conflict or inconsistency between these Terms and such other additional terms and conditions in relation to the services on the Application, these Terms shall prevail over any such additional terms and conditions to the extent necessary to give effect to these Terms.
- 1.3 By using the Application and the RHB Travel FX service, you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms, as may be amended by us from time to time.
- 1.4 The RHB TravelFX Multicurrency Card ("Card") is issued by Wirecard Singapore Pte. Ltd. ("Wirecard") and is distributed by the Bank. The possession and use of the Card are subject to the RHB TravelFX Multicurrency Card Terms and Conditions

2. DEFINITIONS

In these Terms:

"RHB Group Member" refers to RHB Bank Berhad, its related corporations, its head office and any of its branches in or outside Singapore.

"You" refers to the person who downloads and uses the Application and the RHB Travel FX service.

3. APPLICATION REGISTRATION AND ELIGIBILITY

- 3.1 To download the Application and/or use the services on the Application, you represent and warrant that:
 - a) you are 18 years of age and above and have the power, legal capacity and authority to enter into and perform these Terms (including any foreign exchange transaction via the RHB Travel FX service);
 - b) you have a residential address in either Singapore or Malaysia;
 - c) you are not a bankrupt;
 - d) there are no bankruptcy proceedings pending or threatened against you;
 - e) you are acting as a principal in the use of the Application and are not acting on behalf of any other party, and you are making an independent decision in entering into each foreign exchange transaction via the RHB Travel FX service; and
 - f) all information provided by you to the Bank is true, up-to-date, accurate and complete. You agree to promptly notify the Bank of any change in the information provided, including but not limited to, information provided for account opening purposes.

Subject to applicable law, we reserve the right to reject any request for the use of the services on the Application.

4. USES OF THE APPLICATION

The Application allows you to perform the following:

- a. apply for the Card;
- b. check your available balance in the Card;
- c. make a top up to your wallet on the Card;
- d. transfer value between wallets on your Card;
- e. locate an overseas ATM;
- f. lock your lost or damaged Card;
- g. unlock your locked Card;
- h. lock and unlock magnetic stripe for use outside of Singapore;
- i. request a replacement Card to be sent to you;

- j. set spending limits for the Card subject to maximum spending limits as specified by the Bank or Wirecard from time to time or any applicable laws and regulations in force from time to time;
 - k. turn on notification services; manage or set currency alert;
 - l. check a summary of transactions made on your Card for the past 3 months.
 - m. view your transaction history for your accounts with the Bank (RHB Savings account and RHB Current account);
 - n. transfer † money from account(s) with the Bank or from other accounts held with participating banks that offer Fast and Secure Transfer (i.e., FAST) services to your Card; and/or ^
 - o. transfer money between your accounts maintained with the Bank's Singapore branches. ^
- ^ effective only on a date to be notified by the Bank

5. FEES AND CHARGES

There shall be no fees and charges that apply to the use of the Application

6. RHB TRAVEL FX SERVICE

6.1 By using the RHB Travel FX service, you agree to the following additional terms and conditions:

- a) You acknowledge that there are risks associated with foreign exchange transactions. The foreign exchange transactions executed via the RHB Travel FX service are made at your own discretion and risk.
- b) The Bank does not provide any advice of any kind and does not act as your advisor or agent or in any fiduciary capacity in the foreign exchange transactions. You should seek advice from an independent financial advisor if you have any doubts in relation to the foreign exchange transactions. You agree that you have not relied on any communication of the Bank as investment advice or as a recommendation to enter into the foreign exchange transaction, and understand that any information provided by the Bank in relation to the RHB Travel FX service shall not be considered as investment advice or a recommendation to enter into the foreign exchange transaction.
- c) The rates quoted via RHB TravelFX service are only applicable to foreign exchange transactions made via the Application.
- d) The foreign exchange rates quoted in the Application are only valid at or for the relevant time quoted in the Application. The rates provided are indicative only. The foreign exchange transaction will be executed only when the Bank accepts the trade and subject to you having sufficient funds in your e-wallet to complete the trade.
- e) The Bank reserves the right to reject any foreign exchange transactions requested by you without giving any reason and without any liability for any loss or damage incurred by you.
- f) The Bank may at any time, in its absolute discretion and without giving prior notice or reason to you, and without incurring any liability on its part, vary, add or withdraw any feature of RHB Travel FX service. The hours of operation of the RHB Travel FX service are subject to change without prior notice. The Bank shall at any time, in its discretion and without prior notice, be entitled to suspend the operations of the RHB Travel FX service for updating, maintenance and/or upgrading purposes or any other purpose whatsoever that the Bank deems fit without liability for any loss or damage suffered by you.
- g) The Bank may at any time, in its absolute discretion and without giving prior notice or reason to you, and without incurring any liability on its part, set, vary or cancel the limits for foreign exchange transactions that may be carried out or provided through the RHB Travel FX service, whether in monetary or numerical terms or otherwise.
- h) All foreign exchange trade orders made cannot be revoked, cancelled or amended.
- i) In the event of erroneous transactions resulting from specific market circumstances or system malfunctions or manipulations, the Bank reserves the right to cancel or rescind such erroneous transactions, or to modify any error.

7. YOUR UNDERTAKING

You undertake and agree that:

- a. you will comply with all and any laws, regulations, protocols and other requirements in respect of anti-money laundering and countering the financing of terrorism ("AML/CFT");
- b. you will provide all information as and when requested or required by the Bank;

- c. you will take all precautions to safeguard any equipment or device which would be or is used to access the Application and keep all relevant user credentials confidential to prevent fraudulent or unauthorised access to your accounts and/or use of the services on the Application;
- d. you will make a report to us as soon as possible when you suspect or become aware that your user credentials, equipment or device is lost, stolen, misused or tampered with, or if there has been unauthorised access to or use of your Application, and agree that we shall not be liable for any loss or damage arising from loss, theft, unauthorised use, misuse or tampering of your user credentials, equipment or device, to the maximum extent permitted under applicable law; and
- e. all instructions given or transactions effected through the Application are irrevocable and binding on you. We do not guarantee that an instruction will be carried out within a particular time frame or in any particular order.

8. INTELLECTUAL PROPERTY

- 8.1 All intellectual property and all materials comprising or contained in the Application, the RHB Travel FX service, the Card designs, promotional materials and documentation relating to the Card including but not limited to text/articles, logos, software and images, are owned by, or as the case may be, licensed for use by the Bank.
- 8.2 You are entitled to access the website or download the Application for the purpose of using the services offered by us. However you may not use in any way, directly or indirectly the website, the Application or any of its components for any other purpose. The materials contained or comprising the website or applications may not be copied or redistributed without the prior written approval of the Bank.

9. LINKS TO OTHER SITES

- 9.1 The website or application may contain links to third party website(s). Such links are provided to you for your convenience only.
- 9.2 The Bank has no control over any material which has been published or contained on such third party websites, and shall not be liable for any loss or damage howsoever arising in connection with your use of the third party website(s), to the maximum extent permitted under applicable law.

10. PRIVACY AND DATA PROTECTION

- 10.1 This clause (“Data Protection Terms”) governs your use of the Application and supplements, is additional to and is to be read together with the Bank’s privacy policy accessible at <https://rhbgroup.com.sg/others/general-info/privacy-notice>.

10.2 What information is collected and how it is used

10.2.1. User Provided Information

The Application obtains the information you provide when you download the Application (“User Provided Information”). However, please take note that you may not be able to use the Application until your Card application has been approved by the Bank.

When you apply for the Card and/or use the Application, we may collect, use and/or disclose the following information:

- (a) your full name (including any aliases), unique identification number, address, date of birth, nationality, email address, password and other registration information (including any information to satisfy our applicable obligations relating to AML/CFT);
- (b) any Application or transaction-related information, such as the date of your last login, or download or use of any application from us;
- (c) information you provide us when you contact us for help or assistance; and
- (d) information you enter into our system when using the Application.

We may also use the information provided to contact you from time to time to provide you with important information, required notices and marketing or promotions, to the extent permitted under applicable laws.

10.2.2 Automatically Collected Information

In addition, the Application may collect certain information automatically (“Automatically Collected Information”), including, but not limited to, the type of mobile device you use, the unique ID of your mobile device, the IP address of your mobile device, your mobile

operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

10.3. Your consent

10.3.1 By using the Application, you expressly consent and authorise the Bank to collect, use and/or disclose your personal data for the following situations and/or purposes:

- a. our processing of your information as set forth in these Data Protection Terms now and as amended by us. "Processing" means using cookies on a computer/hand-held device or using information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place;
- b. to the extent permitted under applicable law, allow us to share your data and personal information to third party service providers that we use to provide you with the use of the Application and related services and allow them to store your data and personal information;
- c. to the extent permitted under applicable law, our disclosure of your personal data to Wirecard for the purposes of Wirecard (i) providing its services pursuant to the RHB Travel FX Multicurrency Card Terms and Conditions; (ii) complying with government agency requirements, court orders, applicable card scheme requirements or applicable laws; and/or (iii) identifying, preventing, investigating or reporting possible suspicious or illegal activity; and
- d. to the extent permitted under applicable law, our disclosure of any and all of your personal data, credit or financial information, including your information for AML/CFT purposes, to the Bank, Wirecard, financial institutions, debt collection agencies, credit bureaus, any credit reporting agency, or any other third party service providers of Wirecard and/or the Bank.

10.3.2 You further authorise the Bank to disclose any information relating to you and/or any transaction made by you using the Card:

- a. as required by applicable law, such as to comply with an order of the Supreme Court or a Judge thereof pursuant to the powers conferred under Part IV of the Evidence Act (Cap. 97) of Singapore;
- b. for compliance with an order or request made under any specified written law to furnish information, for the purposes of an investigation or prosecution, or an offence alleged or suspected to have been committed under any written law, or the making of a complaint or report under any specified written law for an offence alleged or suspected to have been committed under any written law;
- c. to our trusted service providers who work on our behalf, who do not have an independent use of the information we disclose to them, and who have agreed to adhere to the rules set forth in these Data Protection Terms.
- d. to any other RHB Group Member for any of the purposes mentioned in the Bank's Privacy Notice;
- e. If the Bank is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

10.4 What are my opt-out rights?

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

10.5 Data retention policy, managing your information

We will retain User Provided Information for as long as you use the Application and for a reasonable time thereafter. We will retain Automatically Collected Information for up to 5 years following the termination of your Card and thereafter may store it in an anonymised aggregated form subject to applicable law. If you would like us to correct User Provided Information that you have provided via the Application, please visit any of the RHB branches.

10.6 Security

We are concerned about safeguarding the confidentiality of your information. We have established and will endeavour to put in place the necessary process and procedures to ensure that your information is protected.

10.7 Changes

These Data Protection Terms may be updated from time to time for any reason. We will notify you of any changes to the Data Protection Terms by posting the new Data Protection Terms at the Application, informing you via email or text message. You are advised to consult the Data Protection Terms regularly for any changes, as your continued use of the Application is deemed acceptance of all changes. The history of the Data Protection Terms can be made available upon request.

10.8 Contact us

If you have any questions regarding the protection of your personal data while using the Application, or have questions about our practices, please contact our Data Protection Officer at pdpoffice@rhbgroup.com.

11 ANTI-MONEY LAUNDERING, ETC.

- 11.1 You agree that we shall be entitled to undertake identification, credit, AML/CFT, know-your-client ("KYC") and other necessary checks and screenings required by the Monetary Authority of Singapore or otherwise to comply with our internal compliance policies or applicable laws, at any time we deem necessary, whether directly or through third parties. In this regard, you shall do all things necessary to enable us to perform such checks, including supplying us with the applicable personal identification information, documentation and other evidence as we may request from time to time ("KYC Information"). You agree that the Bank's approval of your Card is subject to us satisfactorily conducting such checks, screenings and verifications in our sole discretion.
- 11.2 You hereby consent to the Bank to collect and use your KYC Information (including personal data) for the purpose of conducting such checks and screenings as described in Clause 11.1, and expressly authorise the Bank to disclose your KYC Information to Wirecard for such purpose. You shall submit the required information (including all KYC Information) to us promptly upon signing up for the Card and at any other time that we may require, and agree to our collection, use, disclosure and processing of your KYC Information for such checks and screenings, to the extent permitted under applicable law.
- 11.3 You represent and warrant that you have the power and authority to provide all KYC Information which you submit to us.
- 11.4 We and/or Wirecard may, at its sole and absolute discretion, refuse your loading of any account or Card, to delay, block or refuse to process any transaction, and/or to suspend or terminate your use of the Card, if: (a) you fail to submit KYC Information as requested to our satisfaction within the time limits we set; (b) you submit inaccurate or incomplete KYC Information; (c) we cannot verify your identity based on your KYC Information submitted; or (d) we are under the suspicion that said transaction is made for the purposes of advancing money-laundering activities or the financing of terrorism activities or any other unlawful activities.
- 11.5 We will not be liable for any loss, damage, expense or inconvenience, including indirect losses suffered or incurred by you as a result of the Bank and/or Wirecard exercising its rights under Clause 11.4, to the maximum extent permitted under applicable law.

12 DISCLAIMER OF WARRANTIES

The Application and the RHB Travel FX Service are provided to you "as is", "as available", without warranty of any kind, whether express or implied (including any implied warranty of merchantability or satisfactory quality, fitness for a particular purpose, compliance with any description, non-infringement, or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise, all of which are expressly disclaimed), to the fullest extent permitted under law. Without limiting the foregoing, we do not warrant:

- a. that our services provided to you under these Terms will be error-free, virus-free or free from other malicious code, or that defects therein will be corrected;
- b. that the operation of our services (any information transmitted by you thereby) will be uninterrupted, continuous, or secure;
- c. that any information we provide to you on the Application and/or the RHB Travel FX Service will be correct, accurate, complete or reliable; and/or
- d. that the use of the Application and/or the RHB Travel FX Service will not give rise to any liability at law or under contract.

13 RIGHT TO TERMINATE, ETC.

The Bank may terminate these Terms immediately, or suspend, withdraw or restrict access to our Application or our services, or any part of it or them, without prior notice, under any circumstances including the following:

- a. we believe that you have breached any applicable law and/or these Terms;
- b. where the services cannot be provided in the normal course of business by Wirecard or us due to a force majeure event, or due to acts or omissions of third parties (including service providers of Wirecard and/or us) which are not otherwise caused (whether directly or indirectly) by Wirecard and/or us;
- c. (in the case of a suspension) where necessary for relocating, replacing, maintaining, updating or repairing the software or hardware facilities of Wirecard and/or us;
- d. we suspect or are aware that the use of our services is illegal or has been or is likely to be misused or compromised or unauthorised;
- e. we suspect or are aware that you have given to us false or inaccurate information (including KYC Information);
- f. the continued use of our services may cause Wirecard and/or us to be in breach of any applicable law (including without limitation laws relating to AML/CFT);
- g. you no longer satisfy the eligibility requirements set out in Clause 3;
- h. we reasonably believe that our services are being used in a way that may cause, whether directly or indirectly, losses to you or us; and
- i. we were requested or directed by a regulatory authority to take such action.

We reserve the right to terminate, suspend, withdraw or restrict access to the Application or our services, or any part of it or them, at any time for any purpose we deem reasonable, without notice. This includes where we believe that you have breached these Terms, or if we consider there is or is likely to be a breach of security.

14 GOVERNING LAW AND JURISDICTION

14.1 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the exclusive jurisdiction of the Courts of Singapore.

14.2 The Bank shall not be responsible for the effect of any laws, regulations, governmental measures or restrictions or any relevant country which may be applicable to any multi-currency account and you accept all risks of or arising from any such laws, regulations, governmental measures and restrictions.

15 SEVERANCE

If any of the terms (or part thereof) herein shall be void or illegal or unenforceable then the same shall be deemed to have been severed from the other terms or other parts of the term, as the case may be, with such consequential amendments, if necessary and the remainder of the Terms shall otherwise remain in full force and effect.

16 WAIVER

Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

17 FORCE MAJEURE

In the event the Bank is unable to observe or perform any of these Terms due to or caused by events beyond our control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performance of these Terms. The Bank shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with such events, to the maximum extent permitted under applicable law. Such events include but not limited to equipment, system or transmission link malfunction or failure, failure or delay in receiving electronic data, utility or communications failure, failure of any automated clearing house association, any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government (including those relating to currency controls, foreign exchange transactions or otherwise), government sanctions, embargo, revolution, fire, flood,

explosion, severe weather, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power outage or failures, labour disputes or acts.

18 AMENDMENTS

The Bank reserves the right from time to time to make such further terms and conditions or amend, vary or modify the terms and conditions herein at the Bank's absolute discretion. The amendments and changes may be made known by the Bank by publication in any form or media, including but not limited to through the Bank's website, displaying notice thereof in the Bank's premises or by posting the notice thereof by ordinary mail to you and you shall be bound by such amendments and changes to these terms and conditions from the date of such notice. Upon such display or posting of the notice, you are deemed to have actual notice of the amended Terms. If you do not accept the amended Terms, you shall discontinue operating the account and shall promptly close the account. If you continue to use this Application, the Card and/or operate the account after such notification, you shall be deemed to have agreed to the addition and/or variation without reservation.

19 ENGLISH VERSION TO PREVAIL

If there are differences in meaning between the English version and any translation of these terms and conditions, the English version shall prevail.

20 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Unless we expressly state so in these Terms, a person who is not a party to these Terms shall not have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms.

The rights of the parties to vary or rescind these Terms are not subject to the consent of any person.

21 GENERAL INDEMNITY

In addition and without prejudice to any other right or remedy which the Bank may have (at law or otherwise), you shall indemnify the Bank against any and all losses (including losses on foreign exchange transactions), claims, expenses (including legal fees on an indemnity basis) and liabilities suffered or incurred by the Bank as a result of:

- a. any act, omission, negligence, wilful default, mistake, misconduct, dishonesty or fraud (including any theft or loss of your Card and/or relevant user credentials, or any fraud or misuse in relation thereto) by you;
- b. the provision of any incorrect information by you;
- c. any breach of these Terms;
- d. the Bank acting in accordance with your instructions or orders in any manner permitted under these Terms;
- e. any breach of applicable law;
- f. access and use of the Application, your Card and/or accounts;
- g. any act or thing done or caused to be done by the Bank in connection with or referable to these Terms or any account; and/or
- h. any breach of the RHB Travel FX Multicurrency Card Terms and Conditions.

22 GENERAL EXCLUSION

22.1 To the maximum extent permitted under law, in addition and without prejudice to any other right or remedy which the Bank may have (at law or otherwise), the Bank shall not be liable to you in any respect of any losses, damages, costs and expenses (including legal costs, experts' and consultants' fees), including any indirect, incidental, special or consequential losses, damages, costs and expenses (including loss of business, revenue, profits, use of data or other economic benefits), suffered by you as a result or in connection with these Terms, the access and use of the Application, your Card and/or accounts, and/or if the provision of the services under these Terms is prohibited by applicable law.

22.2 To the maximum extent permitted by law, the Bank hereby disclaims all liability to you in connection with or arising from the use of or inability to use the Application, your Card(s) and/or accounts, which are incurred as a result or in connection with any of the following:

- (a) failed, missed, delayed, or fraudulent transactions, payment transmission errors, or any other issues related to payment, settlement or reversal of transactions authorised via the Card, any negative balance in your account, and/or withdrawals

- through ATMs, to the extent not attributable to any gross negligence, wilful default or fraud of the Bank;
- (b) any failure to convey any notice, instructions or communications to you accurately, in a timely manner or at all, to the extent not attributable to the gross negligence, wilful default or fraud of the Bank;
 - (c) any unauthorised access to, disclosure of, wrongful or fraudulent use of your Card(s), account, Application, personal data, PIN and password to the extent not attributable to any acts or omissions on part of the Bank;
 - (d) any error, negligence, wilful default, misconduct, fraud, act, omission, breach or failure of, or contravention of any applicable laws by you or any other third party;
 - (e) for any claim that arises from the Bank acting reasonably in accordance with your instructions;
 - (f) for any loss suffered by you or any third party due to matters outside the Bank's control (including, but not limited to, non-delivery of mail, machine failure, system failure, strikes, failure of an ATM or communication linkage failure);
 - (g) for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s); and/or
 - (h) any losses incurred by you as a result of your breach of applicable laws or these Terms.

In the event that the Bank is liable for damages despite the foregoing provisions, you agree that (a) no action, whatever its form, may be brought by you more than two (2) months after the date of the first event giving rise to your claim, and (ii) that the Bank's maximum aggregate liability to you under any and all causes of action (including contract and tort), shall not exceed SGD5,000. For the avoidance of doubt, this does not affect your rights to claim for a return of the available balance in your Card.

23 ADDITIONAL TERMS AND CONDITIONS ON VISA GLOBAL ATM LOCATOR

The ATM Locator Service Information is the copyrighted property of Visa and its licensors, and is sub-licensed pursuant to a license from Visa for limited, non-exclusive use.

The ATM Locator Service Information may not be copied, reproduced, republished, uploaded, posted, transmitted, stored or distributed in any way, except that you may download one listing (a location's name and address) on an individual non-automated basis per visiting session to your personal and non-commercial use, provided that such personal and non-commercial use shall not include sharing by you with other end-users, nor may it be copied, reproduced, republished, uploaded, posted, transmitted, stored or distributed in any way.

You may not use any ATM Locator Service Information for the purpose of compiling, enhancing, verifying, supplementing, or otherwise modifying databases, lists, or directories of any kind, including, but not limited to, location databases, mailing lists, contact lists, marketing lists, geographical directories, or any other compilation or collation of information which is sold, rented, published, distributed or in any manner supplied to a third party.

There is no warranty that any of the ATM Locator Service Information or any other information or service provided or referenced by this site is either merchantable or accurate. The ATM Locator Service Information and all other information and services provided or referenced on this site are provided "as is" and with all faults. Your use of the Visa ATM Locator Service Information is at your own risk.

While Visa uses reasonable efforts to include accurate and up-to-date information for the Visa ATM Locator Service Information, Visa makes no warranties or representations as to its accuracy. Visa assumes no liability or responsibility for any errors or omissions in the content of the Visa ATM Locator Service Information.

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