

**TERMS AND CONDITIONS GOVERNING THE RED CARPET BANKING (RCB) MEMBERSHIP
FOR ELIGIBLE PARTICIPANTS UNDER 'PBB BIZBOOSTER FINANCING' CAMPAIGN**

1. Definitions

- 1.1 The term **"Accountholder"** shall refer to individual customers that maintain Deposit Accounts with the Bank, whether singly or jointly.
- 1.2 The term **"Bank"** shall mean Public Bank Berhad [Company Registration No. 196501000672 (6463-H)] and Public Islamic Bank Berhad [Company Registration No. 197301001433 (14328-V)].
- 1.3 The term **"Member"** shall refer to Accountholders who have successfully subscribed for RCB membership including RCB Gold and RCB Elite in which the Accountholders have accepted these Terms and Conditions and their application for RCB membership have been approved by PBB.
- 1.4 The term **"Family Member"** shall refer to the immediate family members of the Member which extend to the Member's spouse and up to maximum of three (3) children aged eighteen (18) years and above.
- 1.5 The term **"Designated Account"** shall refer to a Conventional or Islamic Current/Savings Account maintained by the Member/Family Member with the Bank **except** for PB UnionPay Savings Account and WISE Savings Account, which has been chosen by the Member/Family Member for the application of the Bank's RCB Mastercard Premier Debit Cards, namely PB RCB Elite Debit Card or PB RCB Gold Debit Card.
- If the Designated Account is held jointly by the Member/Family Member with any other persons, the Member/Family Member must be the Primary Accountholder of the Designated Account and the mode of operation for the Designated Account must be **"either one to sign"** if the Member/Family Member intends to choose such joint Designated Account for the application of the Bank's RCB Mastercard Premier Debit Cards.
- 1.6 The term **"Deposit Account(s)"** shall refer to the following Conventional and Islamic deposit accounts maintained with the Bank by the Accountholder:-
- 1.6.1 Current/Savings Account or Current/Savings Account-i ("CASA or CASA-i")
- 1.6.2 Fixed Deposit/PB eFixed Deposit or Term Deposit-i/PB eTerm Deposit-i
- 1.6.3 Foreign Currency Fixed Deposit
- 1.6.4 Foreign Currency Current Account or Foreign Currency Current Account-i
- 1.7 The term **"Commercial Loan"** shall refer to facility/loan granted by PBB to non-individual such as company, firm, sole proprietor and partnership ("Entity") under the PBB BizBooster Financing Campaign in which the Accountholder is the director or deemed as the keyman of the Entity. The Commercial Loan is subject to any letters of offer and agreements entered into between the company and the Bank.
- 1.8 The term **"PBB"** shall refer to Public Bank Berhad [Company Registration No. 196501000672 (6463-H)].
- 1.9 The term **"PIBB"** shall refer to Public Islamic Bank Berhad [Company Registration No. 197301001433 (14328-V)].
- 1.10 The term **"Terms and Conditions"** shall refer to these terms and conditions including any variations, amendments, revisions and/or modifications made by PBB from time to time.

2. References

- 2.1 Any word importing the singular shall include the plural and vice versa.
- 2.2 A reference to the masculine gender includes the feminine and neuter genders and vice versa.
- 2.3 A reference to a person includes the person's attorney, executors and administrators and these Terms and Conditions will bind those persons.
- 2.4 A reference to "including" or "for example" or other similar words when introducing an example does not limit the meaning of the words to those examples.

3. Eligibility for RCB Membership

3.1 The application for RCB membership is open to Accountholders who are at least eighteen (18) years old at the time of application, maintain a Designated Account with the Bank and meet all criteria stated in Clause 3.2 below.

3.2 The qualifying criteria for the following RCB membership is as follows:-

3.2.1 RCB Elite Membership:-

Accountholders are required to maintain a minimum aggregated deposit of **RM1,000,000** or its equivalent in Ringgit Malaysia in any or all of their individual or joint **Deposit Account(s)** at all times.

3.2.2 RCB Gold Membership:-

The Accountholders are directors and/or deemed as keyman of an Entity in which a single new Commercial Loan with a minimum loan amount of **RM1,000,000** has been granted to the Entity under the PBB BizBooster Financing Campaign and the Accountholders make an initial deposit placement for a minimum sum of **RM5,000** in any ONE (1) of their **Premier ACE Account** whether held singly or jointly with any other person maintained with the Bank for the initial RCB membership subscription.

Within the first twelve (12) months of the RCB Membership subscription, the Accountholders are required to top-up their accounts to meet a minimum aggregated deposit of **RM300,000** or its equivalent in Ringgit Malaysia ("Minimum Aggregated Deposit") in any or all their individual or joint **Deposit Account(s)** and maintain the Minimum Aggregated Deposit at all times from **second (2nd) year onwards** to continue to enjoy the RCB membership.

This qualifying criteria is only applicable up to a maximum of three (3) directors and/or keyman of the Entity. Any application under this criteria can only be made at PBB's branches.

3.3 PBB has the right to reject the application for RCB membership without providing any reasons whatsoever even if the Accountholders have met all criteria applicable for the application for RCB membership.

4. Rights to Upgrade RCB Membership

4.1 Members who hold RCB Gold membership may at any time request the Bank to upgrade their membership to RCB Elite provided that the criteria applicable to RCB Elite have been duly complied with by the Members.

4.2 The Bank has the right to reject the application of any Members for the upgrading of their RCB memberships to RCB Elite without providing any reasons whatsoever even if the Members have met all criteria applicable for RCB Elite.

5. Minimum Aggregate Balance

5.1 Member shall maintain the minimum aggregated deposit balance according to Clause 3.2 in his individual or joint **Deposit Account(s)** at all times.

The Bank reserves the right to decline the Member from participating in any of the RCB campaigns/promotional activities/programs if the Member fails to meet the minimum aggregated deposit balance as required under Clause 3.2.

5.2 In the event the Member fails to meet the minimum qualifying criteria for six (6) consecutive months, the Bank may request the Member to top-up or maintain the minimum aggregated deposit balance within twenty-one (21) calendar days from the date the Bank has contacted the Member via mail, telephone call or such other channels as the Bank may determine at its discretion. If the Member fails to do so within the stipulated time period and the aggregated deposit balance in the Member's Deposit Account continues to remain below the minimum qualifying criteria as stated in Clause 3.2, the Bank may terminate, restrict, downgrade and/or suspend the Member's RCB membership by providing twenty-one (21) calendar days' prior written notice.

6. Right to Review

- 6.1 The Bank may perform regular review on the Member's RCB membership and the aggregated deposit balance maintained by the Member in his individual or joint Deposit Account.

7. PB RCB Mastercard Premier Debit Card

- 7.1 A PB RCB Mastercard Premier Debit Card which also serves as the RCB membership recognition card will be issued to the Member based on the type of RCB membership of the Member, details are as follows:-

RCB Membership	Types of PB RCB Mastercard Premier Debit Card
RCB Elite	PB RCB Elite Debit Card
RCB Gold	PB RCB Gold Debit Card

- 7.2 The PB RCB Mastercard Premier Debit Card will be linked to and issued under the Designated Account.
- 7.3 The PB Lifestyle Debit Card held by the Member which is issued under the Designated Account will be replaced by the relevant PB RCB Mastercard Premier Debit Card. No charges will be imposed for such replacement.
- 7.4 Member is required to present the PB RCB Mastercard Premier Debit Card at any RCB Centres or branches to enjoy the benefits and services offered by the Bank.
- 7.5 The annual fee of the PB RCB Mastercard Premier Debit Card is waived. However, the Bank will impose any approved charges on the replacement of the PB RCB Mastercard Premier Debit Card due to loss or theft.
- 7.6 The use of the PB RCB Mastercard Premier Debit Card is governed by the terms and conditions governing PB RCB Mastercard Premier Debit Card which is available at the Bank's website.

8. RCB Services, Benefits and Privileges

- 8.1 The RCB services, benefits and privileges offered may vary at different RCB Centres or branches. The services available to Member can be made known by contacting or visiting our RCB Centres or branches.

8.2 RCB Family Recognition

- 8.2.1 Member is entitled for the benefit under the RCB Family Recognition where Member may allow his Family Member to apply for RCB Gold membership provided that the Family Member makes an initial deposit placement of **RM10,000** or its equivalent in Ringgit Malaysia in any ONE (1) of his individual or joint **CASA or CASA-i** maintained with the Bank.

The Member is required to provide the details of Family Member who may apply for RCB Membership under the RCB Family Recognition. Subsequently, the Family Member may apply for the RCB Gold membership under the RCB Family Recognition.

The Bank has the right to reject any such application without providing any reasons whatsoever even if all criteria has been met.

- 8.2.2 The Bank may at its discretion, review and/or terminate the RCB membership of any Family Member at any time by providing notice to the Member and/or Family Member without providing any reasons whatsoever.

- 8.2.3 In the event the Family Member fails to meet the minimum qualifying criteria as stated in Clause 8.2.1 for six (6) consecutive months, the Bank may request the Family Member and/or the Member to top-up or maintain the minimum aggregated deposit balance within twenty-one (21) calendar days from the date the Bank has contacted the Family Member and/or Member via mail, telephone call or such other channels as the Bank may determine at its discretion. If the Family Member and/or the Member fails to do so within the stipulated time period and the aggregated deposit balance in the Family Member's Deposit Account continues to remain below the minimum qualifying criteria as stated in Clause 8.2.1, the Bank may terminate or suspend the RCB Membership of the Family Member by providing twenty-one (21) calendar days' prior written notice.

- 8.2.4 The RCB membership of any Family Member may be terminated or cancelled upon request of the Member.
- 8.2.5 The RCB membership of all Family Members will be terminated upon termination or cancellation of the RCB membership of the Member, regardless whether it is upon the Member's request or otherwise.
- 8.3 For CASA or CASA-i and Foreign Currency Current Account or Foreign Currency Current Account-i, any benefits or privileges to be offered to the Member/Family Member are based on the Bank's sole discretion.
- 8.4 These Terms and Conditions and the RCB services, benefits and privileges offered by the Bank to the Member are made available at the Bank's website.

9. Representation and Warranties

- 9.1 The Member and the Family Members represent and warrant that:-
 - 9.1.1 They have full legal capacity and authority to give all instructions in relation to the RCB membership and to accept these Terms and Conditions; and
 - 9.1.2 All information given by the Member and the Family Member to the Bank in relation to the RCB membership do not contain untrue or misleading statement or omit to state certain fact.
- 9.2 The above representations and warranties are deemed to be repeated whenever the Member and/or the Family Member gives any instruction pertaining to the RCB membership including during the Member's and/or the Family Member's application for the RCB membership.

10. Termination/Cancellation of RCB Membership

- 10.1 The Bank has the right to freeze, suspend and/or terminate the RCB Membership of the Member and/or the Family Member upon occurrence of any of the following events:-
 - 10.1.1 If the Member and/or the Family Member fails to meet any qualifying criteria or requirement as set out by the Bank in these Terms and Conditions or as determined by the Bank from time to time; or
 - 10.1.2 If the Member and/or the Family Member breaches or threatens to breach any of these Terms and Conditions; or
 - 10.1.3 If the Member and/or the Family Member causes an event of default, termination event or any event which may result in the termination/suspension/cancellation or acceleration in the payment for any loan/financing/facilities granted by the Bank or any other financial institutions to occur; or
 - 10.1.4 If the Member and/or the Family Member dies or becomes of unsound mind; or
 - 10.1.5 If the Member and/or the Family Member is subject to a custodial sentence or has a bankruptcy petition presented against him/them or is declared bankrupt; or
 - 10.1.6 If there is any change in law or regulation which causes the Bank in not being able to continue to grant the RCB Membership and/or the RCB Family Recognition to the Member and/or the Family Member; or
 - 10.1.7 If the Member and/or the Family Member misuses the privileges and benefits granted by the Bank under the RCB Membership and/or the RCB Family Recognition; or
 - 10.1.8 If the Bank is of its own opinion that the granting of the RCB Membership and/or RCB Family Recognition will affect the Bank's interest or reputation; or
 - 10.1.9 If there is any investigation by the police, authorities or regulators pending, on-going or threatened against the Member and/or the Family Member; or
 - 10.1.10 If there is a report lodged against the Member and/or the Family Member under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001; or

- 10.1.11 If any investigation is to be or being conducted by the Bank on the Member and/or Family Member, the Deposit Account and/or any transaction pertaining to the Deposit Account.
- 10.2 The Member may opt to terminate or cancel the RCB membership by giving written notice to the Bank.
- 10.3 Upon termination or cancellation of the RCB membership, the Member and the Family Member are required to surrender the PB RCB Mastercard Premier Debit Card to the Bank and the Member and the Family Member shall cease to enjoy the RCB services, benefits and/or privileges.

11. RCB Telephone Instructions Services (Available at RCB Centres Only)

- 11.1 Subject to the terms stated in this clause, the Member may give instructions for the transactions stated in Clause 11.2 through telephone at the RCB Centre where the account is maintained ("telephone instruction"). The Member must maintain at least one **Deposit Account** at the branch of a RCB Centre in order to enjoy this service. The Member may refer to the Bank's website for the Bank's RCB Centres.
- 11.2 Telephone instructions shall only be applicable and restricted to the following transactions performed on **first party account** which are maintained with the branch of the RCB Centre:-
- 11.2.1 Application for Banker's Cheque/Foreign Demand Draft
- 11.2.2 Placement or renewal of Fixed Deposit/Term Deposit-i
- 11.2.3 Request for Cheque Books
- 11.2.4 Request for Bank Statement
- 11.2.5 Renewal of Safe Deposit Box
- 11.2.6 Transfer of funds to/from CASA or CASA-i
- For joint account, authorisation for transactions of the account is subject to the mode of operation for such account.
- 11.3 The Member authorises the Bank to treat and consider any instructions received via telephone quoting the Designated Account number or PB RCB Mastercard Premier Debit Card number as valid and binding on the Member and all Accountholders of the Designated Account. The Member confirms that the giving of such information shall be sufficient proof of authenticity of such instructions.
- 11.4 The Member acknowledges the inherent risks associated with the telephone instructions and agrees to accept all such inherent risks.
- 11.5 The Bank may decide not to carry out any telephone instruction if the Bank has any reason to doubt its authenticity, it is not in accordance with the mandate, or if in the Bank's opinion it is vague, unclear unlawful or otherwise of the nature of the transaction or arrangement or the amount of money involved.
- 11.6 In respect of the telephone instructions stated under Clause 11.2, the Member is required to confirm in writing the telephone instructions within seven (7) working days by executing the "Telephone Instructions Authorisation Form" or such form as required by the Bank from time to time in which a copy of such form may be given via facsimile or other acceptable electronic means that is acceptable by the Bank, failing which the Bank may treat such telephone instructions as having lapsed or if the Bank has executed the telephone instruction, the Bank is authorised to take any necessary action to restore to the original position as if the telephone instruction was not given to the Bank including but not limited to performing reversal, debiting and/or crediting to any of the Member/Family Member's accounts and affected accounts ("Restoration Act"). The Member/Family Member agrees to indemnify and keep the Bank indemnified at all times for any damages, losses, costs (including but not limited to legal costs), charges, expenses that the Bank may incur and/or suffer arising from any action required to be taken by the Bank to perform the Restoration Act.
- 11.7 In the event the Member consistently fails or is unable to provide the Bank with the duly signed and completed "Telephone Instructions Authorisation Form" or such other form as required by the Bank from time to time within the stipulated cut-off time, the Bank may decide not to carry out subsequent telephone instructions.

- 11.8 The Member irrevocably and unconditionally gives his authorisation and consent to the Bank to record any telephone calls between the Bank and the Member instructions given by the Member to the Bank. However, this authorization and consent does not create any obligation on the Bank to record every telephone calls. The Bank may opt not to record the telephone calls if it wishes to do so.
- 11.9 Any recordings shall be conclusive evidence of the instructions given and are binding on the Member and all Accountholders of the Designated Account.
- 11.10 The Member agrees that he shall indemnify the Bank and keep the Bank indemnified at all times against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained and howsoever arising, out of or in connection with such telephone instructions unless it is due to the Bank's wilful default or gross negligence.
- 11.11 The Family Member who has been accorded with RCB membership under the RCB Family Recognition is entitled to the benefit stated in Clause 11, hence all sub-clauses in under Clause 11 shall be applicable to the Family Member. Any reference to Member in Clause 11 shall be referred to as "Family Member" for such purpose.

12. Limitation of Liability and Indemnity

- 12.1 The Member and/or the Family Member shall be responsible for and fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by the Member/Family Member or the Bank in connection with any or all of the Member's deposit accounts and investments whatsoever of the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorised) or if any of the Member's/Family Member's deposit accounts, investments or any part thereof is reduced or frozen by any government or official authority and further that the Bank shall at no time whatsoever be liable for any or all losses, costs and expenses which may be incurred by the Bank due to the fluctuations in the rate of foreign exchange. The Member and the Family Member shall acknowledge that the Bank can debit any or all of the deposit accounts with the Bank for the amount of such losses, costs or expenses as indicated.

13. Data Protection Notice and Consent

- 13.1 The Member and the Family Member are aware that the Bank's privacy notice ("Privacy Notice") on the collection, use, storage and sharing of their personal data which is made available at the Bank's website and any of the Bank's branches and agree to be bound by the Bank's Privacy Notice. The Member and the Family Member agree that the contents of the Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 13.2 The Member and the Family Member are aware of the Bank's intention to keep the Member and the Family Member informed of important information, announcements and news about the products and services including promotional offers and marketing material of the Bank and its affiliates. The list of the Bank's affiliates is set out in the Bank's Privacy Notice.
- 13.3 The Member and the Family Member understand that they are entitled to obtain access to and request for correction on any of their personal data held by the Bank and that such request can be made in writing to the Bank at the Member's account holding branch or by sending it to the Customer Services Department, 13th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur.
- 13.4 The Member and the Family Member may consent to receive promotional offers and marketing material from the Bank. The following will only be sent to the Member and the Family Member when they have given their consent:-
- 13.4.1 General promotional offers on product and services, and
- 13.4.2 Exclusive promotional offers on product and services for the Member.
- 13.5 The Member and the Family Member may at any time provide their consent or revoke their consent to receive promotional offers and marketing material from the Bank via the Bank's Automated Teller Machine (ATM) or by visiting any branch of the Bank to perform any such update.

14. Terms and Conditions Governing Deposit Account(s)

- 14.1 These Terms and Conditions shall be read together with the Terms and Conditions governing the relevant Deposit Account(s) and/or the services provided by the Bank to the Member and/or the Family Member ("Other Terms"). In the event of any discrepancies between these Terms and Conditions and Other Terms, these Terms and Conditions shall prevail on matters relating to RCB Membership.

15. Bank's Anti-Bribery and Anti-Corruption Policy

- 15.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy ("ABAC Policy") which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information on ABAC Policy, the Member and/or Family Member is advised to visit the Bank's website.
- 15.2 The Member and/or Family Member shall ensure compliance with the ABAC Policy at all times and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 15.3 The Bank has the right to terminate the RCB Membership of the Member and/or the Family Member in the event the Member and/or Family Member is found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

16. Changes of Terms and Conditions

- 16.1 The Bank may amend, delete and/or add to any of these Terms and Conditions from time to time by providing at least twenty-one (21) calendar days' prior notice to the Member and the Family Member through publication or notification at the Bank's website, at any of the Bank's branches or through such other channels as the Bank deems fit. The amendments, deletions and/or additions shall take effect on the date stipulated in the publication or notification.

17. Waiver

- 17.1 No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy provided in these Terms and Conditions shall constitute a waiver by the Bank to exercise such rights, powers, privileges or remedies or acquiescence of such default. The Bank retains the right at any time afterwards to strictly enforce or insist on the Bank's rights in relation to that breach or any subsequent breach by the Member and/or the Family Member.

18. Severability

- 18.1 If any terms in these Terms and Conditions become invalid, illegal or unenforceable, the invalid, illegal or unenforceable clause is to be treated as not having been included in these Terms and Conditions and the remainder of these Terms and Conditions shall continue to be effective and in force and shall not be affected in any way by the invalid, illegal or unenforceable clause.

19. Force Majeure

- 19.1 In the event the Bank is unable to perform its obligations under these Terms and Conditions due to any reason beyond the Bank's control including but not limited to:-
- 19.1.1 Any malfunction or failure of equipment, system or transmission link;
- 19.1.2 Any fire, earthquake, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemic, pandemic, strikes, lockouts, labour disputes, embargo, riot, civil disturbance, tsunami;
- 19.1.3 Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or
- 19.1.4 Any other circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents the Bank from performing its obligations under these Terms and Conditions,

The Bank will not in any way be liable for any delay, loss, damage or inconvenience which the Member and/or the Family Member may suffer as a result of such failure to perform.

20. Assignability

- 20.1 The Member and the Family Member may not assign and/or transfer any of his/their rights and obligations under these Terms and Conditions.
- 20.2 The Bank may assign and/or transfer all or any of its rights, title, interests and obligations under these Terms and Conditions to any person as the Bank deems fit.

21. Law and Jurisdiction

- 21.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The Member irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia. The Member agrees to waive any objection on the ground of suitability of venue, jurisdiction or any similar ground.

22. Successors Bound

- 22.1 These Terms and Conditions shall be binding upon the heirs, personal representatives, executors and successors in title of the Member and the Family Member and on the successors in title and assigns of the Bank.

I confirm that I have read, understand, accept and agree to be bound by these Terms and Conditions.

Signature of Customer

Name: _____

MyKad/Passport No.: _____

Date: _____

For Bank Use Only		
Application Branch	:	
Bank Officer Name	:	
Staff ID	:	
Designation	:	
Witnessed and Attended by: _____ Bank Officer Signature & Name Chop Date:		