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If these terms and conditions are not acceptable, please immediately discontinue your access to this website and/or use of the services.

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The information, material, contents and services provided in this website may change from time to time at Bank Islam's sole discretion.

THE AGREEMENT

The Terms and Conditions herein and all supplements, amendments and variations shall collectively constitute the agreement between the Customer and Bank Islam, and shall apply to the Bank Islam Internet Banking Services.

The Terms and Conditions operate in conjunction with the respective terms and conditions and rules and regulations governing the relevant Account(s), which the Customer represents that he or she has read, understood and agreed to be bound by without qualification or limitation by use of this website or any of its pages.

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Indemnity

The Customer will on demand indemnify and keep indemnified Bank Islam from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by Bank Islam in connection with or arising from (1) Customer's use or misuse of this website and the services provided herein, or (2) Customer's breach of these terms and conditions howsoever occasioned, or (3) any intellectual property right or proprietary right infringement claim made by a third party against Bank Islam in connection with Customer's use of this website.

Termination

Bank Islam reserves the right to terminate and /or suspend Customer's access to this website and/or Customer's use of this website at any time, for any reason whatsoever. In particular, and without limitation, Bank Islam may terminate and/or suspend Customer's access should Customer violate any of these terms and conditions, or violate the rights of the BIMB, of any other user, or of any third party.

The Customer acknowledges that termination will **not** affect the Customer's liability or obligations in respect of instruction already processed and/or effected by the Bank Islam on the Customer's behalf.

Miscellaneous

The failure of the Bank Islam to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the

remainder of the other provisions of the terms and conditions shall continue in full force and effect. Any rights not expressly granted herein are reserved.

Change of Terms and Conditions

Bank Islam reserves the right to vary, amend or supplement any of the Terms and Conditions by way of notice in such manner as deemed suitable by the BIMB from time to time. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the Bank Islam Internet Banking Services at this website and use of the services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements.

Law and Jurisdiction

These terms and conditions are governed by and are to be construed in accordance with laws of Malaysia. By accessing this website and/or using the services provided herein by the Bank Islam , Customer hereby consent to the exclusive jurisdiction of the Malaysian courts in all disputes arising out of relating to the use of this website.

Bank Islam makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdiction other than Malaysia.

The maximum amount of a transaction and the purpose for which it is affected may be determined by Central Bank of Malaysia (BNM) and the laws and regulations of the country in which the transaction is effected or requested.

BANK ISLAM Internet Banking Services Terms and Conditions:-

These Terms and Conditions govern the Customer's use of Bank Islam's Web Based Corporate Banking Services (as hereinafter defined). They are to be read together with the terms and conditions of the relevant Account(s) (as hereinafter defined) which may be accessed by Customer through the Web Based Corporate Banking Services.

Definitions

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

“Account (s)” means one or more of Customer's savings, current, Bank Islam card, financing, investment or any other accounts with Bank Islam which may be accessed through the Web Based Corporate Banking Services as may be determined by Bank Islam from time to time.

“Account terms”	means the terms and conditions of the relevant Account(s) which may be accessed through the Web Based Corporate Banking Services.
“Bank”	means Bank Islam (no. 98127-X), a company incorporated in Malaysia having its registered office at Level 32, Menara Bank Islam, No. 22, Jalan Perak, 50450 Kuala Lumpur and includes its successors-in-title and assigns.
“Bank Negara Malaysia”	means the Central Bank of Malaysia established under Section 3 of the Central Bank of Malaysia Ordinance 1958
“Banking Services”	means products and services of Bank Islam are made available to Customer on Bank Islam Internet Banking website.
“Beneficiary”	means any other third party that maintains an account with Bank Islam a payee corporation and/or such other third party banks as may be approved by Bank Islam from time to time including but not limited to the Customer’s employees who are designated by the Customer to receive any payments to an Instruction given by the Customer to Bank Islam.
“Bill”	means the latest bill, renewal notice and/or payment demand received by the Customer from a Service Provider and which has to be paid within the time frame stipulated in the Service Provider Bill/Contract.
“Business Day”	means any day from Monday to Friday on which Bank Islam is open for business in Kuala Lumpur, Malaysia, but does not include any public holiday.
“Card Readers”	means any electronic device supplied by Bank Islam or any of Bank Islam’s suppliers which when used in relation to an Electronic Key given access to any Services.
“Cheque”	means a cheque or a bill of exchange as defined in the Bills Of Exchange Act 1949 namely, banker’s cheque, money order, demand draft, bank draft and/or other forms of payment order.
“Clearing House”	means the organization or authority responsible for the centralized processing and clearing of cheque and/or similar instruments.
“Cheque Clearing Services”	means the cheque collection and clearing services offered by Bank Islam from time to time.

“Channel Services”	means the provision by Bank Islam to Customer of access to one or more Channels under the terms of this agreement, the relevant Service Supplement and User Guide relating to such Channels.
“Communications”	means communications between Bank Islam and Customer such as enquiries, advices and instructions.
“Correspondent”	means another financial institution appointed by the Bank Islam to effect or complete a remittance transaction.
“Customer”,	means Customer, the party described in the Account(s) is/are maintained with the Bank Islam and includes the Customer’s successor’s in-title and assigns;
“Customer ID”	means the unique means of identification allocated to or selected by Customer in relation to one or more of the Services and as further specified in the User Guide for such Services whether in the form of a password, PIN or other form of personal identification, or any combination of any of them.
“Designated Account”	means the account designated by the Customer for effecting transactions relating to the Services and for the debit of all fees, commissions and charges for the Services, and if the Customer shall fail to designate an account for that purpose or in the event that there shall be insufficient funds in the Designated Account, shall be any Account as Bank Islam may in its absolute discretion determine:
“Digital Certificate”	means an electronic attachment to an electronic message used for security purposes
“Electronic Key”	means a smart card, electronic key or other similar physical device supplied by Bank Islam or any third party which enables an individual in possession of such card, key or other device to access a Service or Services.
“Equipment”	means several items of equipment described in Section Four (4) of the first schedule to be acquired by the Customer which are necessary in order to operate the Services.
“Expiry Date”	means a date which is 6 months from the date of the cheque or such other date after which Bank Islam or the drawee or paying bank (if it is not Bank Islam) of the Cheque will not honor the payment of the Cheque for any reason.

“ Force Majeure”	means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing System, sabotage, fire, flood explosion, acts of God, civil commotion, riots, strikes or industrial action of any kind, insurrection, war or acts of government, internet connection failures, electronic virus attack and data corruption.
“Instruction”	means any request, instruction, application and authorization pertaining to the Service and/or the Account(s), communicated via Service based on the use of the Password and which Instructions shall be in the formats approved by the Bank Islam and be taken to include instructions in the form of files containing multiple instructions relating to several transactions;
“Internet Banking Services”	means the Banking products and services which Customer may access through the use of a personal computer terminal and modem over the internet, upon the correct input of User ID and Password called 'e-Banker' (or as may be any other name be called by the Bank Islam), offered by the Bank Islam as set out in the Manual and which services or any part thereof may be improved, increased, varied, replaced or withdrawn by the Bank Islam at any time and from time to time as Bank Islam may in its absolute discretion deem fit.
“IP Rights”	means any or all rights (by whatever name or term known or designated) in tangible or intangible intellectual or industrial property including patents, trade names, service marks, trademarks, design rights, copyright (including rights in computer software and database), know-how, trade secrets, right in database and other similar rights or obligations whether registrable or not in any country.
“Manual”	means the manual issued by the Bank Islam to the Customer containing the operating instruction for the modes of access prescribed by the Bank Islam for the Services and includes any updates or other manual or guides as may be issued by the Bank Islam from time to time and at any time.
“Password”	means a unique string of characters chosen by Customer and known only to Customer and the Bank Islam’s computer system, which must be keyed in by Customer in order for Internet Banking Services system to authenticate Customer’s logon id and grant Customer access to the Internet Banking Services.

“Public Authority”	means a government, a minister of a government, a government department, a statutory corporation or a semi-government or judicial entity.
“PIN”	means the acronym for “Personal Identification Number” which is issued by the certificate of authority to enable the Customer to authorize transactions.
“Ringgit Malaysia” or “RM”	means the lawful currency of Malaysia.
“Relevant Agreements”	means all of the following:- (a) this agreement; (b) any policy statement or certificate relating to the provision of any Services; (c) each Registration Form; (d) any addendum or other supplemental agreement agreed between Bank Islam and the Customer varying the terms of this agreement, and includes any variation from time to time of any of the above published by the Bank Islam and notified to Customer in accordance with Clause 34 (Notice Clause).
“Remittance”	means the transfer of funds by way of Cashier’s orders, Demand Draft and Telegraphic Transfers and includes any other means whereby funds may be transferred by the Bank Islam to another financial institution or third party.
“Smart card”	means a device that is provided by the Bank Islam to the Customer, which is necessary to enable the Customer to gain authorized access to the Internet Banking Services.
“System Materials”	means all User Guides, Service Descriptions, Software, hardware, Electronic Keys, Card Readers, Digital Certificates and all other equipment or materials or documentation on any media which may be provided by Bank Islam directly or through Bank Islam’s supplier to Customer in connection with the use or provision of any Service.
“Terms and Conditions”	means these Terms and Conditions governing the use of Bank Islam Malaysia Berhad Internet Banking Services.
“Transaction Record”	means any transaction performed by Customer via the Bank Islam Internet Banking Services.

“Login id “	means a unique name made up of a string of characters chosen by Customer, which must be keyed in by Customer in order for Internet Banking Service system to associate the Logon id with the Customer’s user profile and Account(s).
“Certificate of Authority”	means MSC Trustgate Sdn Bhd, the authorized party to issue the smartcard PIN which is appointed by Bank Islam.
“Network Service Provider”	means billing corporations approved by the Bank Islam from time to time and displayed on the Internet Banking Services bill payment screen.
“Service”	means the electronic banking services called 'E-Banker' (or as may by any other name be called by the Bank Islam), offered by the Bank Islam as set out in the Manual and which services or any part thereof may be improved, increased, varied, replaced or withdrawn by the Bank Islam at any time and from time to time as Bank Islam may in its absolute discretion deem fit;
“Security Procedures”	means the security measures and procedures set out in User Guides and/or service supplements and any other instructions Bank Islam may give; and also prescribed and/or adopted by Bank Islam to verify the origination of communication, from time to time.
“Service Supplement”	means in respect of any Services selected by Customer from time to time, Bank Islam’s terms and conditions governing such Services.
“Software”	means any software which Bank Islam has supplied to Customer directly or through the Bank Islam’s supplier as part of any Service including any updates.
“User Guide”	means the operating and procedural guides or manuals or technical specification provide or otherwise made available to the Customer in connection with any service including any updates of the same.
“User ID”	means the unique means of identification allocated to, or selected by a User in relation to one or more of the Services (and as further specified in the User Guide) whether in the form of a password, PIN or other form of personal identification or nay combination of any of them.

“Website” means in the context of any Report and / or Services made available to Customer through the internet, the internet platform and/or website through or on which any such Report and /or Service is so provided.

“T, T+1 or T+2” means in the context of processing “T” would refer to the day, the transaction/s being approved and send via E-Banker before the respective Product/Channels Cutoff time (as per schedule 3). “T+1” means, processing time would requires 1 day extra needed and agreed for processing to be executed and completed by Bank Islam (Working Days). “T+2” means, processing time would requires 2 days extra needed and agreed for processing to be executed and completed by Bank Islam (Working Days).

MISCELLANEOUS INTERPRETATION

Words importing the singular shall include the plural and vice versa.

Words importing the masculine gender shall include the feminine and neuter genders and vice versa.

All references to provisions of statutes include subsidiary legislation and all modifications, re-certification and re-enactment of or to such statutes and subsidiary legislations from time to time and for the time being in force.

Any banking term **not** specifically defined or described herein shall be construed in accordance with the general practice of banks and finance companies in Malaysia. Any term relating to computer technology **not** specifically defined or described herein shall be construed in accordance with general practice and the custom of trade of computer companies and the information technology industry in Malaysia.

In the event of any conflict in the interpretation of these Terms and Conditions and any translation of the Terms and Conditions in any language, the English version of this Terms and Conditions shall prevail.

1. Application to Subscribe to the Internet Banking Services

- 1.1 To be eligible to subscribe to Internet Banking Services, Customer must have an existing account with Bank Islam. The Customer is also required to complete and submit the registration Form to Bank Islam.

- 1.2 Customer may apply to Internet Banking services subject at all times to Bank Islam's sole and absolute discretion whether to reject or accept the application.
- 1.3 Should Bank Islam reject the application, Bank Islam is **not** obliged to provide any reason for such rejection or to respond to any request for information from the Customer himself.

2. Account Terms and Conditions

- 2.1 Customers use of the Internet Banking Services are governed by these Terms and Conditions, which are to be read together with the relevant Account Term, the terms and conditions governing the accounts, services and/or products of the Bank Islam, Bank Islam's rules and regulations and the rules and regulations of any funds transfer system to which Bank Islam belongs.
- 2.2 Where there is any conflict or inconsistency between these Terms and Conditions and the relevant Account terms, these Terms and Conditions shall prevail to the extent of such conflict or inconsistency.
- 2.3 The Customers hereby agree to properly maintain and comply with the relevant Account Terms and any other rules and/or regulations governing their Account(s).

3. Acceptance of Terms and Conditions

- 3.1 The Customer hereby agrees that the first use of the Internet Banking Services by them will constitute their agreement to and receipt of these Terms and Conditions as well as their acknowledgement and acceptance of the inherent risks in conducting any transaction over the Internet.
- 3.2 The Customer hereby agrees to use the Internet Banking Services solely as provided by these Terms and Conditions.

4. Equipment And Network Access

- 4.1 The Customer, shall at his own cost and expense, be responsible for the purchase, cost, installation and operation of the computer equipment, for the software (including internet browser software) used in accessing the Internet Banking Services and for the maintenance of an account with a Network Service Provider to enable them to access the Internet Banking Services.
- 4.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties.

5. Access to the Internet Banking Services

- 5.1 Use by the Customer of the Internet Banking Services at any time and from time to time shall indicate to Bank Islam, the Customer's acceptance and agreement and continued acceptance and agreement of the provision of the Terms and Conditions and of the risks in conducting any transaction over the Internet.
- 5.2 The Customer agree that Bank Islam has the right to invalidate their User id and Password or the Smart card and PIN without being obliged to offer to the Customer any explanation or any reason thereof prior notice and that the Customer will not hold the Bank Islam liable for any loss or damage which the Customer may suffer as a result of such invalidation of Customer User id and Password or the Smart card and PIN.

6. Internet Banking Services

- 6.1 Upon the online registration of the Internet Banking Services and subject to the Customer maintenance of the relevant Account(s) with Bank Islam, the Customer will be able to access the following Banking Services:
 - 6.1.1 Account Information, Account History, Account Summary
 - 6.1.2 Funds Transfer, Third Party Account Fund Transfer
 - 6.1.3 Bill payment with Service Provider
 - 6.1.4 Cheque Management which include cheque inquiry, countermand cheque, release countermand cheque, cheque book request, deposit cheque inquiry
 - 6.1.5 Such other Banking Services as Bank Islam and / or any other third party may from time to time, make available to the Customer on the Internet Banking services.
 - 6.1.6 Such Banking services selected as confirmed by Customer in the registration form.

7. Authorization

- 7.1 The Customer hereby authorize Bank Islam to comply with instruction(s) given by themselves in respect of the Internet Banking Services including but not limited to authorizing Bank Islam to withdraw, transfer or otherwise deal with any or all Customer monies in any Account(s), and to deliver, dispose of or deal with any securities, documents or other property of the Customer in such manner and standard of practices, reasonable in the conduct of banking business.

8. Instructions

- 8.1 The Customer agrees that any instruction(s) received by Bank Islam after the successful use of the Customer user id and password by the Customer or someone purporting to be the Customer to gain access to the Internet Banking Services shall deemed to have been issued by the Customer notwithstanding that such instruction(s) may have been issued by a third party, whether authorized or otherwise. The Customer agreed that such instruction(s) should be binding on them upon their transmission to Bank Islam.
- 8.2 The Customer agrees that Bank Islam shall be entitled to act on any instruction transmitted after the successful use of their User id and Password, to gain access to the Internet Banking services by the Customer or someone purporting to be the Customer or by any third party whether authorized or unauthorized, and the Customer agree that Bank Islam shall **not** be liable for any loss which the Customer and/or any third party may incur by Bank Islam by so doing.
- 8.3 The Customer agrees that it is the Customer responsibility to review the Transaction Record pertaining to any Internet Banking Services transaction initiated on the Customer instruction; the Customer further agree that Bank Islam shall **not** be held liable for any mutilation, interruptions, omission, errors, delay or from its non-receipt or misinterpretation of the Customer instructions.
- 8.4 Should the Customer has any reason to believe that an instruction has not been accurately or completely received by Bank Islam, they shall inform Bank Islam by telephone immediately and in any case not later than forty eight (48) hours after transmission of the relevant instruction(s) by the Customer.
- 8.5 Bank Islam may at its sole discretion, refuse to carry out any of the Customers instructions where the Customer instructions are inconsistent with Bank Islam's policy or any rules or regulations currently in force or for any other reasons.
- 8.6.1 Notwithstanding to the above, the Customer in using the Internet Banking Services, undertakes and agrees: -
- 8.6.2 To ensure that only Persons duly authorized ("the Authorized Persons") by the Customer shall use the Internet Banking Services.
- 8.6.3 To observe all safeguards and security measures as may be prescribed by Bank Islam from time to time in connection with the Internet Banking Services.
- 8.6.4 To ensure the Authorized persons will at all times observe all instruction or manuals supplied by Bank Islam on the use and operation of the Internet Banking Services.

9. Availability of Service

- 9.1 The Internet Banking Service is intended to be available 7 days a week from 7.00 a.m. to 11.00 p.m. However, the Customer acknowledges that at certain times some or all of the Internet Banking Services may not be accessible due to system maintenance or reasons beyond the control of Bank Islam. Notwithstanding the above, the Customer acknowledges that Bank Islam specifically does not warrant that the Internet Banking Service will be available at all times.
- 9.2 In the event that any or all of the Internet Banking Services are not accessible for whatever reason, the Customer agree to use alternative means, including but **not** limited to Bank Islam 's Automated Teller Machine or Bank Islam branch, to issue instructions in respect of the Internet Banking Services.

10. Availability of Funds

- 10.1 The Customer agrees and accepts that Bank Islam reserves the right to impose such limits and conditions to all the transactions performed by the Customer through the Internet Banking Services as Bank Islam deems fit from time to time. The Customer further agrees and accepts that the Customer's transactions is limited to such maximum daily limit that may imposed by Bank Islam from time to time. The Customer shall ensure that the limit shall be observed.
- 10.2 In the event that the Customer's account is overdrawn for any reason whatsoever including the exercise by Bank Islam of its right of set-off or as a result of Bank Islam executing the Customer's instructions, the Customer shall on demand pay to Bank Islam the amount of moneys overdrawn and until such payment, the Customer shall abstain from performing any other transaction in the Customer's account through Bank Islam Services or otherwise.

11. Account Information

- 11.1 Bank Islam does **not** warrant the accuracy of any information pertaining to the Customer account (s) as reported through the Internet Banking Services.
- 11.2 The Customer acknowledged that any information pertaining to their Account(s) as reported through the Internet Banking Services may **not** always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by Bank Islam, require verification of Bank Islam or are in progress. The Customer specifically agree that the account balance as reported through the Internet Banking Services shall **not** for any purpose whatsoever be taken as conclusive of their Account balance with Bank Islam.

- 11.3 Bank Islam will issue the Customer such Statements of Account as agreed in the relevant Account Terms. A Statement of Account will include the Internet Banking Services transactions carried out on Customer instruction which are relevant to their Account(s).

12. Bill Payment

- 12.1 Bank Islam may at any time and from time to time, without prior notice, withdraw the Service Provider(s) from its list or amend its list of Service Provider(s) without assigning any reason and the Customer agrees that Bank Islam shall not be liable for any loss or damage which they may suffer as a result of Bank Islam's actions.
- 12.2 The Customer shall adhere to the terms and conditions of each Service Provider (s) with regard to settling of the respective bills.
- 12.3 The Customer shall allow at least three (3) days for receipt of payment by the Service Provider(s) subject to frequency of the Service Provider(s) to effect such payment made by the Customers and update their records.
- 12.4 The Customer acknowledge that each Service Provider(s) may have requirements as to the procedures of settling their respective Bills, as to when payment of such Bills are to be effected and the terms applicable to such payments. You hereby agree to abide by the requirements and terms of each Service Provider(s) in respect of settling their respective bills as may be varied from time to time.

13. Banker's Cheque Management

- 13.1 All cheques issued by Bank Islam for and on behalf of Customer under Banker's Cheque Management must be:
- 13.1.1 In account payee form only; and
 - 13.1.2 Issued in Ringgit Malaysia only; unless otherwise agreed by the parties in writing
- 13.2 Bank Islam may use any of its branches, its related corporation, its affiliate, Clearing House, its correspondent, its agent or any third party in performing any of Bank Islam's obligations under this Agreement.
- 13.3 Bank Islam is authorised to:
- 13.3.1 Hold any cheques upon its issuance for Customers' collection; or
 - 13.3.2 Upon Customer's instruction and at Customer's risk, send the cheques to Customer or Beneficiaries by mail or courier.
 - 13.3.3 Issue cheque if there are sufficient, clear, free and available funds in the Designated Account with the relevant amount required for the payment and

the relevant fees and /or charges

- 13.4 Bank Islam may reject any payment instruction received by Bank Islam:
- 13.4.1 If any of information comprised in the payment instruction is incomplete and/or ambiguous; and/or
 - 13.4.2 If the payment instruction is not in the form or format prescribed or approved by Bank Islam at relevant time.
 - 13.4.3 If the conditions imposed on the funds available in the Designated Account as stipulated in Clause 13.3.3 above are not complied with.
- 13.5 Bank Islam shall treat a payment instruction as received when it has received all relevant authorisations. Any payment instruction received after the cut-off time on any day will be treated as received on the next working day.
- 13.6 Customer may request the Bank Islam to stop / cancel payment and reissue payment for any issued cheque which has been stolen, lost or destroyed, or to cancel issuance of any unissued cheque. Such request shall comply with and shall be carried out in accordance with the procedures set out in Security Procedures.
- 13.7 If stop / cancel payment of any cheque is not permitted by the law or any guidelines issued by Bank Islam Negara Malaysia or other Public Authority, the Bank Islam retains reasonable discretion not to accede to a request to stop / cancel payment of any cheque.
- 13.8 If any cheque is not presented for payment on or before its Expiry Date, then the Bank Islam will upon Customer's request or after a reasonable time (as determined by Bank Islam in its reasonable discretion) after the Expiry Date of that cheque:
- a) credit to Customer's Account(s) the amount of that cheque;
 - b) send to Customer a new cheque in favour of Customer for the amount (less any fees, disbursements and any other charges) stated in the cheque; or
 - c) If Customer ceases to have any banking relationship with Bank Islam and Bank Islam is unable to locate Customer after making reasonable effort to do so, Bank Islam may pay such amount to Bank Negara Malaysia under the Unclaimed Monies (Amendment) Act 2002 (Act 1161).

14. Rules and Regulation Governing the Designated Account

- 14.1 The rules, regulations, terms and conditions governing and regulating the use of Designated Account with Bank Islam shall apply to all transactions effected through the Services in addition to the terms and conditions here; in so far they are not inconsistent with the rules and regulations governing the operation of accounts in Bank Islam. In the event of any inconsistency between the terms and conditions and

rules and regulations governing the operation of the Designated Account and those for the operation of accounts other than through the Services, the terms and conditions and rules and regulations governing the Designated Account shall prevail.

15. Fund Transfer

- 15.1 Funds Transfer instruction where the Customer are transferring funds to either their own Account or a third party account maintained with Bank Islam will be transacted and received by the payee immediately.
- 15.2 Funds Transfer instruction where the Customer are transferring funds to a third party account maintained with Bank Islam shall subject to such limits and conditions as imposed and/or revised by Bank Islam or relevant authorities at their absolute discretion from time to time.

16. Remittances

- 16.1 All Remittances are sent entirely at the Customer's risk. The Customer shall also be liable for all charges, which may be levied by the Correspondent, or any other party in relation thereto and for any loss consequences arising out of such levy.
- 16.2 Neither Bank Islam nor the Correspondent shall be liable for any loss, damage or other consequences due to:-
 - 16.2.1 Errors, delay or defaults of any kind in the transmission or delivery of any order, draft, messages or instructions by mail, telegraph or cable or otherwise; or
 - 16.2.2 The failure to locate or error in identifying the named payee or from refusal or inability of the drawee to effect payment by reason of any law, act or decree of any government; or
 - 16.2.3 Charges levied by any person other than Bank Islam; or
 - 16.2.4 Any other cause whatsoever beyond the control of Bank Islam or the Correspondent.

17. Foreign Remittances

- 17.1 The conversion rate for any foreign remittance indicated on the visual screen on the Customer's personal computer at the time when the Customer issues any instructions for foreign remittances are estimates only. Bank Islam shall debit the Customer's Accounts with the Ringgit equivalent at the then prevailing rate of exchange for the relevant currency together with any other fee and charges which may be incurred at the time of processing the instructions. ANY instructions issued shall be irreversible. Bank Islam shall not be liable to the Customer for any loss incurred as a result of any fluctuation in the rate of exchange.

- 17.2 The issuance of any foreign remittances shall also be subject to the Exchange Control Regulations and guidelines issued by Bank Islam Negara Malaysia for the time being in force.

18. Letter of Credit

Subject always for the Customer having been granted a Letter of Credit facility by Bank Islam, an application to Bank Islam for any letter of Credit, if accepted by Bank Islam, shall be subject to the standard terms and conditions and practice of Bank Islam in respect of the letters of credit and documentary credits and, in particular; the Customer shall:-

- 18.1 Indemnify and save Bank Islam harmless against all claims, loss, damages, expenses, actions and costs suffered or incurred by Bank Islam in connection with or arising howsoever out of the granting of the banking facilities by Bank Islam or the utilization of the same by the Customer,
- 18.2 Be responsible for all discrepancies in documents or missing or incomplete documents presented to or negotiated through Bank Islam, whether in respect of collections or documentary credits advised through Bank Islam to the Customer or issued on behalf of the Customer,
- 18.3 Not hold Bank Islam liable in any circumstances whatsoever, in respect of any loss or damage suffered by the Customer by reason of Bank Islam making a payment to any person in connection with the banking facilities applied for by the Customer. In particular, Bank Islam shall at all times be entitled to make payment under any guarantee for which a demand has been made without further investigation or enquiry and need not concern itself with the propriety of any claim made or that the Bank Islam was or might have been justified in refusing payment, in a whole or in part, of the amount so demanded, and
- 18.4 Pay all usual or agreed commissions, fees and charges, which Bank Islam may levy in respect of or in connection with the utilization of any banking facility by the Customer.

19. Customer Responsibilities for Security

- 19.1 To prevent unauthorized access and to ensure only the Customer can access and using the services, the Customer should adhere to the following security procedures at all times:
- 19.1.1 It is the Customer sole responsibility to ensure that the user id and password stay secret. The Customer should not disclose to anyone, not even to

their joint accountholder, or a Bank Islam employees / Helpdesk. If the Customer feels that their user id and password is known to someone else, the Customer should immediately change their password or call the Bank Islam Internet Banking Customer Care at 603-2698 8008 as soon as possible.

- 19.1.2 The Customer should **not** let anyone else to operate on behalf of the Customer, or leave the computer unattended whilst the Customer are logged on to the Internet Banking Service. Bank Islam shall **not** be liable to any loss or damage (including without limitation any loss of funds) incurred or suffered by the Customer or any other party in the event any or all of the Customer 's information or funds are accessed, used or howsoever otherwise dealt with the third parties under the Service.
- 19.1.3 The Customers are also responsible for their own personal computer antivirus and security measures to prevent any unauthorized access to the Customer transactions and accounts via the Internet Banking Service. The Customers are advised to follow any other security regulations/procedures prescribed by Bank Islam whether in the website or under any other agreement with Bank Islam.
- 19.1.4 The Customer are also advised to periodically check their account(s) balances at appropriate length of time subsequent to the transaction performed and to let Bank Islam knows of any irregularity or errors. Should there be any unauthorized transactions or unauthorized access suspected, the Customers must immediately call Bank Islam Internet Banking Customer Care at 603-2698 8008.
- 19.1.5 Bank Islam may suspend / cancel the Customer access and use of the Services until Customer's new logon id and password has been set up and the issuance of the new smart card and pin.
- 19.1.6 If either the smart card or the pin is lost or stolen or if both are lost or stolen, the Customer should report to Bank Islam and fill out the Request Form. The Customer shall be given the new smart card and pin upon payment of the requisite charges. Bank Islam shall not be held liable or responsible for any loss or damage suffered by the Customer in such circumstances.
- 19.1.7 If the PIN is exposed or suspected to be exposed to any other person the Customer should immediately notify MSC Trustgate and Bank Islam. Bank Islam shall not be held liable or responsible for any loss or damage suffered by the Customer in such circumstances.

20. Customer's Confidentiality

- 20.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon Bank Islam under the [Islamic Financial Services Act 2013](#)

and undertake **not** to do or cause to be done any act or omission which may cause Bank Islam to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of the Terms and Conditions herein.

- 20.2 Should the Customer received any data and information through Bank Islam's Internet Banking Services which is **not** intended for the Customer's computer system immediately and that they shall notify Bank Islam by telephone immediately and in any case **not** later than 12 hours thereof.

21. Customer's Particulars

- 21.1 The Customer shall promptly notify Bank Islam in writing or by such other means as Bank Islam deems acceptable of any changes or variations in Customer personal particulars and Bank Islam shall be entitled to assume that there have been no changes or variation until Bank Islam has received notice thereof by the Customer.

22. Disclosure

- 22.1 The Customer hereby consents to the disclosure of the Customer's personal information to such persons stated herein and as permitted by law.
- 22.2 Bank Islam may at any time furnish or disclose to and of the following person:-
- a) Biro Maklumat Cek or such other authority or body established by Bank Negara Malaysia;
 - b) The Central Credit Unit of Bank Negara Malaysia;
 - c) Any other Public Authority;
 - d) Any potential assignee';
 - e) The Bank Islam's auditors, solicitors, agents, service providers, professional advisers and companies which are in the future maybe a related company of the Bank Islam.
- any information relating to Customer of any other information which the Bank Islam considers appropriate.
- 22.3 Whilst Bank Islam will use its best endeavors to ensure that all information transmitted or received using Bank Islam's Internet Banking Services is secure and cannot be accessed by unauthorized third parties; Bank Islam does **not** warrant the security of any information transmitted by the Customer using the Bank Islam's Internet Banking Services. Accordingly, the Customer hereby accept the risk that any information transmitted or received using Bank Islam's Internet Banking Services may be accessed by unauthorized third parties and the Customer agree **not** to hold Bank Islam liable for any such unauthorized access or any loss or damage suffered as a result thereof.

- 22.4 The Customer further agrees that neither Bank Islam nor any of its officers shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing of any information concerning the Customer Account(s) with Bank Islam as provided for in **Customer's Confidentiality** above.

23. Liabilities

- 23.1 The Customer acknowledge that Bank Islam make **no** warranties or representations of any kind with respect to the Internet Banking Services, whether express or implied, including but **not** limited to merchantability or fitness for a particular purpose. Neither Bank Islam nor any other parties involved in the creation, production or delivery of the Internet Banking Services assume any responsibilities with respect to the Customer use thereof. **No** oral or written information or advice given by Bank Islam or Bank Islam's employees shall create a warranty in any way increase the scope of the warranty, and the Customer may **not** rely on any such information or advice.
- 23.2 Bank Islam shall **not** be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using the Internet Banking Services, arising from including but not limited to any of the following:-
- 23.2.1 Any incorrect description or other errors (including incorrect name(s) or account number(s) or amount of the transaction) in any instructions issued to Bank Islam; or
 - 23.2.2 Transaction which cannot be effected or performed through the Internet Banking Services for any reason whatsoever including insufficient funds, any failure, error, defect or interruption of the Internet Banking Services whether arising from breakdown of communication, damage, destruction, mechanical or electronic or electrical or virus or power supply or failure of the system or strikes or industrial action or flood or earthquake or land slide or for any other reasons or events beyond the control of Bank Islam.
 - 23.2.3 Breach of any of the Customer of its obligations under this Agreement as well as the omission of the Customer, Beneficiary, the payee corporation, system, network or service provider or any other third party;
 - 23.2.4 Lack of information or the Customer's failure to provide the necessary information for the proper and complete execution of any Instructions;
 - 23.2.5 The Customer's failure to furnish timely accurate and / or complete information or Instruction in connection with any transaction or the performance of such transaction;
 - 23.2.6 The Beneficiary's failure to maintain relevant accounts whether with the Bank Islam or otherwise, in order for Bank Islam to process the Instruction of the Customer;

- 23.2.7 Customer's failure to maintained sufficient cleared and available funds in the Customer's account and/or any other applicable accounts for the purpose the Bank Islam to process the Instructions of the Customer;
- 23.2.8 Any failure on the Customer's part to follow the latest or current instructions, procedures, guidelines, or directions pertaining to the access and use of the Service;
- 23.2.9 Any loss, theft, or unauthorized access and/ or use of the Password and/ Customer's information;
- 23.2.10 the inability to perform or execute any of the Instructions due to limits set by the Bank Islam or any other applicable third party, from time to time;
- 23.2.11 any breakdown or malfunction of any equipment system or software used in connection with the Service including but not limited to any electronic terminal, server, telecommunication device, connection, system or any part of the system.
- 23.2.12 the exercise by the Bank Islam of its rights, obligations and discretion under this Agreement.
- 23.2.13 any intrusion or attack by any person, hardware, software, viruses, or Trojan Horses, worms, other similar programs or routines (including hacking) , other harmful components that may interfere any Website with the Service or System Materials
- 23.2.14 any delay / failure caused by the web browser software, computer viruses or related problems attributable to the service provided by the network service provider or other software providers;
- 23.2.15 the Customer's access and/or use Service being prohibited, restricted, delayed or otherwise affected by any applicable laws and regulations of the country from where the Customer access;
- 23.2.16 any circumstances beyond the Bank Islam's reasonable control;
- 23.2.17 the Bank Islam acting upon instructions sent electronically or by telephone by Customer or by reason of the Bank Islam failing or refusing to so act if, acting in good faith, in the Bank Islam's opinion there is or are reasonable ground for such failure or refusal;
- 23.2.18 any damages or losses arising from unauthorized access to any Channel Service by a third party using any Electronic Keys, Customer ID, User ID or Digital Certificate; or
- 23.2.19 the consequences of any misuse by Customer of any Website or Channel and the Customer further acknowledges that each of the sub-clause herein to be construed as a separate limitation applying and surviving even if for any reason one of the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of this Agreement, Relevant Agreements, Services or any part thereof.

24. Proprietary Rights

- 24.1 The Customer acknowledge that all proprietary rights (including without limitation title, pattern rights and copy rights) in the Internet Banking Services shall at all times vest and remain vested with Bank Islam.

25. Fees and Charges

- 25.1 The Customer acknowledge that Bank Islam shall be entitled to levy or impose service charges or transaction fees from time to time in respect of the Internet Banking Services rendered to them subject to Bank Islam having given the Customer prior notice thereof.
- 25.2 Notwithstanding with item 'Fees and Charges', the Customer agree that they shall remain liable to pay any fees and charges payable to Bank Islam in accordance with the Account Terms of the Customer Account(s).
- 25.3 The Customer acknowledges that they are responsible for all telephone charges incurred in accessing and/or connecting to the Internet Banking Services. The Customer is also responsible for any fees and charges imposed by any Network Service Provider.
- 25.4 Subject to the Account Terms, the Customer acknowledge that Bank Islam reserves the right to debit the Customer relevant Account(s) for any Government charges, stamp duties or taxes payable as a result of the use of the Internet Banking Services.
- 25.5 Details Fees and Charges are as per Second Schedule.

26. International Use

- 26.1 The use of the Internet Banking Services outside of Malaysia is subject to the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and the laws and regulations of Malaysia and the country where the transaction is effected or requested.
- 26.2 The maximum amount of transaction and the purpose for which it is affected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 26.3 The Customer hereby agrees that they are using the Internet Banking Services at own initiative and are responsible for their compliance with local laws.

27. General

- 27.1 The Customer hereby agrees that Bank Islam's record and any records of the instruction, communications, operations or transactions made or performed, processed or effected through Bank Islam's Internet Banking Services by the Customer or a person purporting to be the Customer with or without the Customer consent or any record of transaction relating to the operation of any of Bank Islam's Internet Banking Services shall be binding and conclusive evidence of the transaction and the Customer liability to Bank Islam.
- 27.2 The Customer agrees that Bank Islam has the sole and absolute right to require the Customer to maintain a minimum balance at any one time in the Customer's Account(s). The Customer failure to maintain such minimum balance as required by Bank Islam could at Bank Islam's discretion result in a penalty being imposed against the Customer or lead to a suspension or termination of the Internet Banking Services.
- 27.3 Any instructions transmitted by the Customer after the relevant cut-off time on any day will be posted in the books and records of Bank Islam on or for the next business day following the date of instruction.
- 27.4 The Customer shall **not** be entitled to use the Internet Banking Services, if there exists any restrictions whatsoever on the Customer Account(s) either imposed by Bank Islam or by the relevant authorities.

28. Termination of Services

- 28.1 Bank Islam is entitled to terminate the Customer's right of access to the Internet Banking Services immediately by giving 14 days written notice should:-
- a) the Customer cease to maintain any Account(s) with Bank Islam which can be accessed via the Internet Banking Services or should the Customer access to such Account(s) be restricted by Bank Islam or any other party for any reason.; or
 - b) Upon breach by the Customer of any terms of the Relevant Agreements or of any other agreement or other instruments between the Customer and Bank Islam;
 - c) If Customer ceases to have any account and/or banking relationship with Bank Islam.;
 - d) if it is or becomes or would materially likely to become unlawful for Customer or Bank Islam to comply with any or all of each party's respective obligations under the Relevant Agreements or if such compliance shall cause or would be materially likely to cause Bank Islam to be in breach of any law or regulatory requirement;

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- 28.2 Upon the occurrence of any other circumstances affecting Customer or the Services which Bank Islam acting reasonably considers exceptional.
- 28.3 The Customer may terminate the Internet Banking Services by giving prior written notice to Bank Islam. The Internet Banking Services will be cancelled within seven (7) days from the date of Bank Islam's receipt of the said notice of termination and the Customer hereby agrees **not** to use the Internet Banking Services and further agrees that Bank Islam shall **not** be obliged to effect any of the Customer instructions received on any day falling after the receipt of the Customer notice of termination.
- 28.4 The Customer acknowledges that termination will **not** affect the Customer's liability or obligations in respect of instructions processed by Bank Islam on the Customer's behalf.
- 28.5 This Services and Agreement may be terminated forthwith: -
- 28.5.1 By Bank Islam without assigning any reason whatsoever by giving fourteen (14) days written notice to the Customer: or
- 28.5.2 By either party if the other shall be unable to pay its debts within the meaning of Section 218 of the Companies Act 1965 or if a trustee, receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition considering a resolution or other steps are taken for the winding up of the other party.
- 28.6 Without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law:-
- 28.6.1 Upon a termination of this Agreement the Equipment and all manuals and other documentary instructions furnished by Bank Islam for the Customer's use shall be forthwith returned to Bank Islam;
- 28.6.2 The Customer shall be entitled to a proportionate refund of any fee paid in advance if the Customer terminates the Agreement.
- 28.7 Upon termination of the Service and/or any Relevant Agreement in whole or in part for any reason;
- a) Customer shall return immediately to Bank Islam all copies of Software, User Guides and any other System Materials, related information and equipment supplied by Bank Islam (if any);
 - b) Customer shall immediately cause all Software supplied by Bank Islam to Customer to be erased from any hardware or other equipment on which it has been installed and certify to Bank Islam in writing that the same has been done;
 - c) Customer shall allow Bank Islam if necessary to enter the Customer's premises at a reasonable time on reasonable written notice either to verify that Customer has erased all the items listed above or if they have not been

erased to erase all such items.

- d) Customer shall execute all relevant documents to evidence the revocation in whole or in part of any Software License granted to Customer.
- e) Customer shall pay Bank Islam immediately all monies owed to the Bank Islam under this Agreement immediately upon demand;
- f) Bank Islam may immediately deny Customer access to the Service;
- g) All licenses, sub license and other rights granted to Customer under this Agreement are revoked;
- h) The rights /obligations of the parties that arise prior to the termination shall remain intact and not affected by termination unless stated otherwise and
- i) All rights granted under this Agreement shall immediately revert to the Bank Islam.

29. Indemnity

- 29.1 The Customer shall indemnify and keep Bank Islam indemnified at all times from and against any and all claims, losses, liabilities, cost and expenses (including but **not** limited to any legal fees) arising directly or indirectly or which may arise out of the Customer's breach or violation of these terms and conditions or any third party rights or the Customer uses or purported use of the Internet Banking Services or due to the delay and/or failure of such Internet Banking Services.
- a) Notwithstanding the above, the Customer shall indemnify, defend and hold Bank Islam harmless at all times from and against any and all claims, damages, losses, liabilities and costs, expenses (including but not limited to legal fees) of any kind which Bank Islam may suffer arising from or in connection with the provision of any Service resulting from:
 - i) any breach by Customer of its obligation under the Relevant Agreements;
 - ii) Bank Islam acting on Customer's instructions, purported instructions or any other communications.
 - iii) Bank Islam acting on Customer's Bankers Cheque Cancellation Instructions or purported instructions;
 - iv) the use or misuse of the System Materials by Customer, including the unauthorized sale or transfer or sharing of any of the System Materials or the posting of any material on any Website which infringes the rights, including IP Rights, of any party
 - b) This obligation to indemnify Bank Islam hereunder shall survive the termination of this service/ Agreement.

30. Waiver

- 30.1 No failure or delay on the part of Bank Islam in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall effect or impair any right, power, privilege or remedy herein.

31. Severability

- 31.1 The Customer agrees that if any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.

32. Variations of Terms and Conditions

- 32.1 Bank Islam reserves the right to add, amend, delete or vary any of these terms and conditions by way of notice from time to time.
- 32.2 If Bank Negara Malaysia, Association of Banks in Malaysia or any Public Authority imposes any rules, decisions and rulings that affects the Service or the term of this Agreement, the Bank may vary the terms and conditions of this Agreement as in Clause 34.1 above.
- 32.3 Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the Internet Banking Services and use of the services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements.

33. Reconstruction

- 33.1 The obligations and liabilities of the Customer shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of either Bank Islam or the Customer or by any company by which the business of either Bank Islam and the Customer may for the time being be carried on and shall be available to the company carrying on the business for the time being.

34. Successors Bound

- 34.1 The Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title or the Customer and on the successors in title, assigns of Bank Islam or of any company by which the business of Bank Islam may from the time being be carried on, and the Customer shall not be

entitled to assign any of the Customer's rights or obligations under the Terms and Conditions herein unless with the express prior written consent of Bank Islam.

35. Notices

- 35.1 The Customer hereby consent to all notices and other communications which concern the Internet Banking Services or are required under these Terms and Conditions or may be given by Bank Islam in any on one of the following manners:-
- 35.1.1 By ordinary post to their last known address in Bank Islam's records and such notification shall be deemed received two (2) days after posting.
 - 35.1.2 By electronic mail to their last known e-mail addresses in Bank Islam's records and such notification shall be deemed received twenty four (24) hours after sending.
 - 35.1.3 By being displayed in Bank Islam's premises and such notification shall be deemed effective upon such display.
 - 35.1.4 By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
 - 35.1.5 By inserting a notice in Bank Islam's Statement of Account to the Customer and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer.
 - 35.1.6 Broadcasting a message on Bank Islam Internet Banking website.
 - 35.1.7 If notified to the Customer in any other manner as Bank Islam deems fit.
- 35.2 All notices to Bank Islam concerning the Internet Banking Services and these Terms and Conditions shall be in writing, signed by the Customer and sent to the Bank Islam at the following address or in such other way as Bank Islam may notify the Customer from time to time:

**Cash Management
Menara Bank Islam,
Tingkat 18,
No.22, Jalan Perak,
50450 Kuala Lumpur.**

36. Dispute and Enquiries

- 36.1 Should there be any enquiries or require any assistance, please refer to Bank Islam Customer Care Centre at 603-2615 1585. In addition, the Customer is advised to review Bank Islam's Privacy, Security and Client Charter in this website.
- 36.2 In the event that the Customer have any complaints and/or disputes arising from the Internet Banking Services and these Terms and Conditions, please refer the matter

to the Bank Islam at the address stated in **Notices** above specifying the nature of the complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.

37. Force Majeure

- 37.1 The Bank Islam shall not be responsible for any failure to perform any of the Bank Islam's obligations under any Relevant Agreements if the Bank Islam's performance is prevented, hindered or delayed by Force Majeure.
- 37.2 If Force Majeure occurs and the Bank Islam is prevented and hindered from performing any of its obligations under any Relevant Agreement, such obligations of the Bank Islam shall be suspended so long as the Force Majeure continues.
- 37.3 The Bank Islam shall not be liable for any inconvenience, loss, damages suffered or incurred by Customer or any third party arising from the Bank Islam's failure or delay in performing its obligations due to any Force Majeure.

38. Assignment

- 38.1 Customer shall not assign or otherwise deal with its rights under this Agreement except with the Bank Islam's prior written consent.
- 38.2 The Bank Islam may assign or otherwise deal with all or any of its rights and benefits under this Agreement.

39. Time

- 39.1 Time wherever mentioned shall be of the essence of this Agreement.

40. Law and Jurisdiction

- 40.1 These terms and conditions shall be governed by and construed in accordance with the Laws of Malaysia. Any dispute arising in respect of the Internet Banking Services and these Terms and Conditions, which cannot be resolved in the manner specified in item **Notices** above, shall be referred to the Courts of Malaysia.

41. Product Cut-off Time and Processing

- 41.1 To define Product Cut-off Time and Processing time with respect to Internet Banking Services mentioned. Please refer to "THIRD SCHEDULE" for details.