

PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE

(Effective Date: 8 November 2019)

THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) APPLY TO THE ACCESS AND THE USE OF THE www.bankislam.biz WEBSITE (“Website”) AND THE SERVICES PROVIDED HEREIN BY BANK ISLAM MALAYSIA BERHAD (“BANK ISLAM”). BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE AND/OR USE OF THE SERVICES.

General

The information, materials, products, services, advice, data and communication (“Content”) contained in this Website does not constitute an invitation to treat or offer to enter into legally binding contract with Bank Islam and is provided for general information only.

The Content described or offered on this Website are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Bank Islam to any restriction within such jurisdiction or country.

You are advised to seek independent legal, financial or other advice as you deem necessary at all times before making any decision based on any Content on this Website.

You shall be solely responsible in making your own assessment when accessing and using this Website, the Contents and services herein. Further by assessing and using the services under these Terms and Conditions shall be at your sole rights at all times.

Further thereto, Bank Islam also reserves the sole right and discretion to make any amendments to these Terms and Conditions from time to time. Bank Islam shall notify you of such amendments by notice, among others, displayed on this Website at least 21 days before the said amendments come into effect and after which, your continued access of this Website and/or use of the services herein subsequent to any such amendments made shall constitute your agreement and binding acceptance of the same.

The Terms and Conditions

The Terms and Conditions herein and all supplements, amendments and variations shall collectively constitute the agreement between you and Bank Islam, and shall apply to this Website and the services provided herein.

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

Disclaimers

References to information and material contained in the Website include such information and material may be provided by third parties. Bank Islam advises you to visit, telephone, e-mail, fax or write to such parties for more information or to confirm the information contained herein.

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Bank Islam does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the Website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. With derogation of the above and/or the Terms and Conditions of the applicable terms and conditions governing all the products and services of Bank Islam, reasonable measures will be taken by Bank Islam to ensure the accuracy and validity of all information relating to transactions and products of Bank Islam.

Bank Islam shall not be responsible or liable for any loss caused or damage incurred or suffered by you or any other person as a consequence of accessing this Website or using the services provided herein.

Further, Bank Islam does not warrant or represent that access to the whole or parts of this Website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer, laptop, tablet, mobile device, or any other devices that are used to access the above.

Links

Throughout your access of this Website and use of the services herein, you will come across hyperlinks to third parties' websites, which are not under Bank Islam's control, unless stated otherwise. These hyperlinks are provided for your reference only and do not represent in any way whatsoever Bank Islam's endorsement or sanction of the same. Accordingly, Bank Islam shall not be responsible or liable for your access and use of the same or any information or materials available therein. Bank Islam shall also not be responsible for any form of transmission or communication between you and the said third parties or your participation or use of their information, materials, services or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof.

Your Conduct

You agree that the access of this Website and use of the services herein shall at all times be in accordance with all legislation, laws and regulations governing the same and you shall not, at any time whatsoever, attempt or assist any other person to transmit any Content through this Website or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or paedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency involving any Shariah non-compliance event. You also agree not to hack or attempt to gain unauthorised access into this Website and the services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this Website and the services herein. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify Bank Islam immediately and in failing or delaying to do so, you may also be held liable for the same.

Bank Islam is not obliged to monitor or review your access of this Website or use of the services herein. However, Bank Islam may do so from time to time for Bank Islam's own purposes or where Bank Islam is compelled to do so under these Terms and Conditions, without notice and without any liability whatsoever to you.

Confidential Information

You hereby confirm that you have read, understood and agreed to be bound by Bank Islam Privacy Statement (which is available at <https://www.bankislam.biz>) and the clauses herein and Terms and Conditions of Bank Islam Internet and Mobile Banking. For the avoidance of doubt, you agree that the said Privacy Statement shall be deemed to be incorporated by reference into these Terms and Conditions.

It is Bank Islam's policy to respect the privacy of any information disclosed by you pursuant to your access of this Website and use of the services herein ("Confidential Information"). Accordingly, Bank Islam will neither edit nor disclose your Confidential Information unless Bank Islam is required to do so in accordance with any legislation, laws or regulations, to protect Bank Islam's rights and property, enforce any provision in these Terms and Conditions, to provide

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you with the services herein, respond to any claim that the Content violates the rights of another person or as otherwise provided herein.

Notwithstanding the above, Bank Islam may from time to time disclose your Confidential Information (only in aggregate or demographic form) to relevant parties for their records. Further information on how Bank Islam values your privacy and strive to safeguard your Confidential Information in compliance with the laws of Malaysia is provided for in Bank Islam Privacy Statement.

Privacy Clause

In the event you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of opening or operating your account(s) / facility(ies) with Bank Islam or otherwise subscribing to Bank Islam's products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to Bank Islam and for Bank Islam to use it in accordance with these Terms and Conditions and Terms and Conditions of Bank Islam Malaysia Berhad's Internet Banking Services; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update Bank Islam in writing in the event of any material change to the said personal and financial information; and (d) agree to Bank Islam's right to terminate Bank Islam Internet and Mobile Banking should such consent be withdrawn by any of the said third parties.

Where you instruct Bank Islam to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing Bank Islam and/or Bank Islam's agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of you and others involved in the said cross-border transaction.

Bank Islam may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable Bank Islam to ascertain your status as may be required to help make decisions, for example when Bank Islam needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Customer's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under these Terms and Conditions. You will be linked by credit reporting/reference agencies to any other names you use or have used, and any joint and several applicants. Bank Islam may also share information about you and how you manage your account(s) / facility(ies) with relevant credit reporting/reference agencies.

Even after you have provided Bank Islam with any information, you will have the option to withdraw the consent given earlier. In such instances, Bank Islam will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.

Bank Islam reserves the right to amend this privacy clause from time to time at Bank Islam's sole discretion and shall provide prior notification to you in writing and place any such amendments on Bank Islam websites and/or by placing notices at the banking halls or at prominent locations within Bank Islam's branches.

You further agree that Bank Islam shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by Bank Islam to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

This clause shall be without prejudice to any other clause in Terms and Conditions of Bank Islam Internet and Mobile Banking which provides for the disclosure of information.

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Exclusion

Bank Islam shall not be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of savings arising in connection your access or use or the inability to access or use this Website (or any third party link to or from this Website), reliance on the information, opinions or recommendations contained in the Website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise, whether or not Bank Islam has been advised of the possibility of such damages or loss. This exclusion clause shall take effect to the fullest extent permitted by law.

Indemnity

You shall fully indemnify and keep indemnified Bank Islam officers, directors, employees, agents and servants from all liabilities, claims, losses and expenses, including any legal fees or disbursement that may be incurred by Bank Islam, whether directly or indirectly, at all times in connection with or arising from breach of any of the provisions under these Terms and Conditions.

Miscellaneous

Bank Islam reserves the right and at its sole discretion to modify (including limit, replace or delete) this Website, the services herein and the Content or any portion thereof as well as to terminate or restrict your access and/or use of the

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same at any time. Pursuant thereto, where Bank Islam believes that such modifications are substantial or materially affect your access and use of the same, Bank Islam shall notify you of such modifications by notice, among others, displayed on this Website at least 7 days before the said modifications come into effect, except where circumstances beyond Bank Islam's control, limit, ability and efforts to do so.

Change of Terms and Conditions

Bank Islam reserves the right to vary, amend or supplement any of these Terms and Conditions by way of notice in such manner as deemed suitable by Bank Islam from time to time. Notwithstanding the same, you should be able to view the revised Terms and Conditions upon access to this Website and the use of the services thereafter shall constitute your 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 Bank Islam, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia 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 effected may be determined by Bank Negara Malaysia (BNM) and the laws and regulations of the country in which the transaction is effected or requested.