

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF ACCESS AND USAGE OF WEBSITE

(Effective date: 1 June 2019)

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO CUSTOMER'S ACCESS AND THE USE OF THIS WEBSITE AND THE EBANKER SERVICES PROVIDED HEREIN BY BANK ISLAM MALAYSIA BERHAD. BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE E-BANKER SERVICES, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

CUSTOMERS ARE ADVISED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS BEFORE SUBSCRIBING FOR ANY PRODUCTS OR SERVICES AND/OR PARTICIPATE IN ANY OF BANK ISLAM'S CAMPAIGNS AND PROMOTIONS.

These Terms and Conditions govern the Customer's use of Bank Islam Malaysia Berhad's eBanker Services (as hereinafter defined). It is to be read together with the terms and conditions of relevant Account(s) (as hereinafter defined) which may be accessed by Customer through the eBanker Services.

If the Customer is not agreeable with any of these terms and conditions, please immediately discontinue Customer's access to this website and/or use of the eBanker Services and notify Bank Islam immediately.

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 the Customer's current account or any other accounts with Bank Islam which may be accessed through the eBanker 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 eBanker.
Bank Islam	means Bank Islam Malaysia Berhad (Company No. 98127-X), a company incorporated in Malaysia having its registered office at 32 nd Floor, Menara Bank Islam, No. 22 Jalan Perak, 50450 Kuala Lumpur and includes its successors-in-title and assigns.
Banking Services	means products and services of Bank Islam which are made available to the Customer on Bank Islam's eBanker.
Biller	means the Government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the JomPAY Scheme to collect bill payments.
Biller Code	means an alphanumeric code uniquely identifying either: <ul style="list-style-type: none">• a Biller; or

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	<ul style="list-style-type: none"> a Biller's product or service category for purposes of routing payments to the Biller.
Bill	means the latest bill, renewal notice and/or payment demand received by the Customer from a Service Provider.
Browser	means a software use to navigate the internet.
Business Day	means any day from Monday to Friday on which Bank Islam is open for business in Kuala Lumpur or Sunday to Thursday for Johor, Terengganu, Kedah and Kelantan and exclude public holiday in Malaysia.
Corporate ID	means a corporate log in identification selected or created by the Customer comprising of alpha characters during first time registration.
Customer	means the valid legal entity (non individual) who registers with Bank Islam for eBanker Services.
Designated Account	means one or more of the accounts designated by the Customer for effecting transactions relating to the eBanker Services and for the debit of all fees, commissions and charges for the eBanker Services.
eBanker	means the system provided by Bank Islam to enable customer to perform online banking transactions subject to these Terms and Conditions with the use of a personal computer terminal or any electronic device through the internet browser upon the correct input of Customer Login ID, Password, Corporate ID and Security Devices (if applicable);
eBanker Services	means the services which are made available to the Customer as stated in Bank Islam's website which include but not limited to account balance inquiry fund transfer, bill payment, salary crediting and foreign remittance.
eMasjid	means the eBanker Services tailored particular for Mosque or Surau users.
eBanker Lite	means the eBanker Services tailored particular for SME users.
Equipment	means the equipment such as computer and internet line which are necessary in order to operate the eBanker Services.
Entrust Datacard	means a company, Entrust Datacard Corporation, that supply Entrust security device to Bank Islam that is used to authorize eBanker Services transactions.
FPX	means real time internet-based online payment system which enables

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	buyer to make secure online payments using eBanker.
IBG or Interbank GIRO	means an interbank payment and funds transfer to other banks using PayNet exchange.
IBG Same Day Cut-Off	means the deadline on a Business Day whereby funds from a payment instructions: <ul style="list-style-type: none"> • initiated before this deadline would be credited on the same Business Day; and • initiated after this deadline would be credited on the next Business Day.
Instant Transfer	means real time e-payment service which allows Customer to instantly and securely transfer funds from the Account to account in another bank.
JomPAY	means bill payment services managed by PayNet.
JomPAY brand	means the brand, icon, logo and/or marks for the JomPAY Scheme.
JomPAY Scheme	means a service offered by PayNet which facilitates industry wide bill payments through the use of standard Biller Code(s) and Recipient Reference Numbers.
Login ID	means a log in name selected or created by Customer comprising of alphanumeric characters during first time registration. It is required by eBanker to identify the log in user before granting access to eBanker.
Manual	means the manual or user guide issued by Bank Islam relating to the eBanker Services and includes any updates or other manual or guides as may be issued by Bank Islam from time to time.
Operating System	means a software that supports a computer basic function such manages the computer hardware and software.
PayNet	means Payments Network Malaysia Sdn Bhd (836743-D) that operate payment systems and financial market infrastructures.
Password	means a unique string of characters (includes alphanumeric and selected symbols) chosen by the Customer and known only to Customer and Bank Islam's computer system constitutes the other part of customer's electronic signature which must be keyed in by the Customer in order for eBanker system to authenticate Customer's Login ID and grant Customer access to the eBanker Services.
Participant	means Bank Islam who is a member of the JomPAY Scheme.

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Payer	means individuals, companies, body corporates, government agencies, statutory bodies, societies and other Customers that make payments to Billers using JomPAY.
PIN	means the acronym for “Personal Identification Number” which is created via a Security device provided by Bank Islam to enable the Customer to authorize transactions.
Pin Mailer	means the document containing the user Login ID, Password and Corporate ID to access to eBanker Services issued by Bank Islam to the Customer via email.
Recipient Reference Number or RRN	means a unique identifier of the bill account assigned by a Biller to a Payer. Printed as reference on a Bill.
Ringgit Malaysia or RM	means the lawful currency of Malaysia.
Remittance	means the transfer of funds by way of Bankers Cheque and Telegraphic Transfers and includes any other means whereby funds may be transferred by Bank Islam to another financial institution or third party.
Terms and Conditions	means these Terms and Conditions governing the use of Bank Islam’s eBanker Services.
Transaction Record	means a record of any transactions performed by Customer via eBanker.
Security Device	means security device provided by Entrust Datacard or any other authorized party which is appointed by Bank Islam that is used to authorize eBanker transactions.
Service Provider	means billing corporations approved by Bank Islam from time to time and displayed on the eBanker bill payment screen.

Interpretation

- i. Words importing the singular shall include the plural and vice versa.
- ii. Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- iii. 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.
- iv. 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

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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.

- v. 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.

A. USAGE OF EBANKER SERVICES/WEBSITE ACCESS

1. Application of these Terms and Conditions

- 1.1. 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 Bank Islam's eBanker Services.
- 1.2. 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 has read, understood and agreed to be bound by (without qualification or limitation) the use of this website or any of its pages.
- 1.3. All products and services of the Bank Islam herein provided are subject to the Terms and Conditions that includes the offering of services under eMasjid and eBanker Lite and to be read together with eBanker Services offered.

2. General

- 2.1 The information, material, content or advice 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.
- 2.2 The information, material, products and services described or offered in 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.
- 2.3 The Customer is advised to seek independent legal, financial or other advice as the Customer deems necessary at all times before making any decision based on any such information, material, content or advice.
- 2.4 The Customer shall be solely responsible in making his 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 Customer's sole rights at all times.

3. Disclaimers

- 3.1 References to information and material contained in the website include such information and material may be provided by third parties. Bank Islam advises the Customer to visit, telephone, e-mail, fax or write to such parties for more information or to confirm the information contained herein.
- 3.2 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 the transactions and products of Bank Islam.
- 3.3 Bank Islam shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer as a consequence of using Bank Islam's eBanker Services.
- 3.4 Further, Bank Islam does not warrant or represent that access to the whole or parts of the 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 the Customer's computer, laptop, tablet, mobile device, or any other devices that are used to access the above.

4. Links

- 4.1 Throughout the Customer's access of this web site and use of the services herein, the Customer will come across hyperlinks to third parties' web sites, which are not under Bank Islam's control, unless stated otherwise. These hyperlinks are provided for the Customer's 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 the Customer's 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 the Customer and the said third parties or the Customer's participation or use of their information, materials, services or promotions. For this purpose, the Customer agrees to be solely responsible for the same or any portion thereof.

5. Customer's Conduct

- 5.1 The Customer agrees that the access of this web site and use of the services herein shall at all times be in accordance with all legislation, laws and regulations governing the same and the Customer shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("Content"), through this web site or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a

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criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or pedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency involving any Shariah non-compliance event. The Customer also agrees not to hack or attempt to gain unauthorised access into this web site and the Banking Services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this web site and the services herein. If at any time the Customer discovers or suspects the occurrence of any of these activities, the Customer is required to notify Bank Islam immediately and in failing or delaying to do so, the Customer may also be held liable for the same.

- 5.2 Bank Islam is not obliged to monitor or review the Customer's access of this web site or use of the Banking 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 the Customer.
- 5.3 The Customer in using the eBanker Services undertakes and agrees:
- to ensure that only persons duly authorized ("the authorised persons") by the Customer shall have access and / or perform transactions under the eBanker Services;
 - to observe all safeguards and security measures as may be prescribed by Bank Islam from time to time in connection with the eBanker Services including the safety of its Login ID and Password; and
 - to ensure the authorised persons will at all times observe all instruction or Manual (s) supplied by Bank Islam on the use and operation of the eBanker Services.
- 5.4 The Customer shall, at all times, be responsible for obtaining and using the necessary internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to eBanker Services at the Customer's own risk and expense.
- 5.5 The Customer shall be responsible for the maintenance of any account that the Customer may have with a network service provider for the Customer's to access to eBanker Services and the Customer hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of the Customer's network service provider.
- 5.6 The Customer agrees and acknowledges that Bank Islam shall not be held liable for the Customer's inability to access eBanker Services or any part thereof, the rejection of Customer's transactions, the incorrect processing of the Customer's transactions as a result of the Customer's failure to maintain the Customer's account with the network service provider or the Customer's failure to obtain or use the necessary Internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant Internet browser and/or software or to use the new and recent versions of the same as may be required by Bank Islam.
- 5.7 The Customer agrees to observe all security measures in relation to the Customer's Account(s) and the access to and use of eBanker Services as specified in these Terms and Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.
- 5.8 The Customer shall furnish Bank Islam with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance of any transactions made through eBanker Services.
- 5.9 The Customer shall not initiate any claims, actions or suits against Bank Islam, for any unauthorised use of eBanker Services whether as a result of the Customer's authentication being compromised or otherwise.

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- 5.10 The Customer shall not interfere with the access to and use of eBanker Services or Banking Services by other customers and the Customer shall not use eBanker Services for any purpose other than conducting authorised transactions pertaining to Customer's Account(s). Customer shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into eBanker Services, any other customer's account(s) and/or the Banking Service(s), for any purpose whatsoever.
- 5.11 The Customer shall observe all reasonable propriety and etiquette in the Customer's communications with Bank Islam and shall not communicate any obscene or defamatory information to Bank Islam whether through eBanker Services or otherwise.
- 5.12 The Customer shall keep the Customer's self-informed and updated of Bank Islam's relevant and applicable policies and practices and other terms applicable to Customer's Account(s), the Banking Services and eBanker Services as provided by Bank Islam to the Customer.
- 5.13 The Customer shall not install or use eBanker Services on a jail-broken or rooted device. Unauthorised modifications to any tablets' and mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Bank Islam strongly cautions against installing eBanker Services in any hacked tablets and mobile devices. Bank Islam expressly disclaims liability for any losses the Customer suffer (including losses due to unauthorized transactions) or costs the Customer incur due to, arising from or as a consequence of such jail-broken or rooted tablets and mobile devices, hardware or software and shall not be liable for any Losses or any other consequences of any tablets, mobile devices, hardware or software the Customer use in connection with eBanker Services or the Banking Services is damaged, corrupted or fails to work.
- 5.14 The Customer shall at all times ensure that the eBanker Services shall be used solely in compliance with the Shariah principles.

6. Confidential Information

- 6.1 The Customer hereby confirm that they have read, understood and agreed to be bound by Bank Islam Privacy Notice (which is available at <https://ebanker.bankislam.biz>) and the clauses herein and Terms and Conditions of Bank Islam's eBanker Services. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 6.2 In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents, for the purpose of opening or operating their account(s) / facility(ies) with Bank Islam or otherwise subscribing to Bank Islam's products and services, the Customer (a) confirms it has 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 of Bank Islam's eBanker Services; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update Bank Islam in writing in the event of any material change to the said personal and financial information; and (d) agrees to Bank Islam's right to terminate Bank Islam's eBanker Services should such consent be withdrawn by any of the said third parties.
- 6.3 Where the Customer 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) shall be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and

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- 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 the Customer's behalf, the Customer agrees to the above said disclosures on behalf of themselves and others involved in the said cross-border transaction.
- 6.4 Bank Islam may at any time and from time to time 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 Central Credit Reference Information System and/or any other agencies and/or from any financial institution to enable Bank Islam to ascertain the Customer's 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. The Customer will be linked by credit reporting/reference agencies to any other names the Customer uses or has used, and any joint and several applicants. Bank Islam may also share information about the Customer and how the Customer manage their account(s) / facility(ies) with relevant credit reporting/reference agencies.
- 6.5 Even after the Customer has provided Bank Islam with any information, the Customer 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.
- 6.6 Bank Islam reserves the right to amend this clause from time to time at Bank Islam's sole discretion and shall provide prior notification to the Customer 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.
- 6.7 The Customer further agrees 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, 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 any information as the case may be, or in relation to any access or use 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.
- 6.8 This clause shall be without prejudice to any other clause in Terms and Conditions of Bank Islam's eBanker Services which provides for the disclosure of information.

7. **Copyright**

- 7.1 Unless otherwise indicated, the copyright in the website and its contents, including but not limited to the text, images, graphics, sound files, video files, and their arrangement, are the property of Bank Islam, and are protected by applicable Malaysian and international copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, broadcasted, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of Bank Islam.
- 7.2 The Customer also may not, without Bank Islam's express prior written consent, insert a link to this website on any other website, frame or "mirror" any material contained on this website on any other server.
- 7.3 Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of Bank Islam's website may be in breach of statutory or common law rights which could be the subject of legal action. Bank Islam disclaims all liability which may arise from any unauthorised reproduction or use of the contents of Bank Islam's website.

8. **Trademarks**

- 8.1 All trademarks, service marks, and logos displayed in this website are the property of Bank Islam and/or their respective third party proprietors as identified in the website.
- 8.2 Unless the prior written consent of Bank Islam or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of Bank Islam or the relevant proprietor has been obtained, no such trade mark, service mark or logo may be used as a link or to mark any link to Bank Islam's website or any other site.

9. **Exclusion**

- 9.1 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 with Customer access or use or the inability to access or use this website (or any third party link to or from Bank Islam's 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.

10. Indemnity

- 10.1 The Customer shall fully indemnify and keep indemnified Bank Islam's 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.

11. Miscellaneous

- 11.1 Bank Islam reserves the right and at its sole discretion to modify, vary or amend (including limit, replace or delete) this web site, the services herein and the Content or any portion thereof as well as to terminate or restrict Customer's access and/or use of the same at any time.

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12. Application to Subscribe to eBanker Services

- 12.1 Customer must have an existing current account with Bank Islam in order to subscribe for eBanker Services. The Customer is also required to complete and submit the relevant form(s) or documentation as prescribed by Bank Islam.
- 12.2 The Customer acknowledges and agrees that Bank Islam has sole and absolute discretion whether to accept or reject the application for eBanker Services.
- 12.3 In the event the application for eBanker Services is rejected, Bank Islam is not obliged to provide any reasons for the rejection.

13. Account Terms and Conditions

- 13.1 In the event the application for eBanker Services is rejected, Bank Islam is not obliged to provide any reasons for such rejection.
- 13.2 The Customer's use of the eBanker Services is governed by these Terms and Conditions, and to be read together with the relevant Account Terms, the terms and conditions governing the accounts, services and/or products of Bank Islam, Bank Islam's rules and regulations and the rules and regulations of any funds transfer system to which Bank Islam is subject to.
- 13.3 The Customer hereby agrees to properly maintain and comply with the relevant Account Terms and any other rules and/or regulations governing the said account(s).

14. Equipment And Network Access

- 14.1 The Customer, shall at its 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 eBanker and for the maintenance of an account with a network service provider to enable Customer to access the eBanker Services.
- 14.2 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.

15. Access to the eBanker Services

- 15.1 The Customer shall appoint and / or nominate the Corporate Administrator in the application form together with the list of Authorizer (s) for the purpose of eBanker Services.
- 15.2 The Customer further agrees that the Corporate Administrator is empowered to appoint the end user which includes Maker, Checker and Viewer to perform transaction(s) and / or access to eBanker Services.
- 15.3 The roles and responsibilities of the respective users in relation to eBanker Services are as follows:

Type of users	Main roles and responsibility
Corporate Administrator	<ul style="list-style-type: none"> ▪ To maintain account grouping and to ensure transaction limits is maintained in accordance with the Customer’s board resolution / letter of instruction; ▪ To appoint, add, change and remove Maker, Checker and Viewer on behalf of the Customer for the purpose of transactions under eBanker Services; <p>[Note: For eBanker Lite / eMasjid users, the Corporate Administrator function will be performed by Bank Islam]</p>
Authorisers	<ul style="list-style-type: none"> ▪ To review and approve transactions under eBanker Services as per the authority limit granted by the Customer; ▪ To perform inquiry for account balance and request for statement;
Maker	<ul style="list-style-type: none"> ▪ To perform the transactions under the eBanker Services as instructed by the Customer.
Checker	<ul style="list-style-type: none"> ▪ To verify the transactions performed by the Maker.
Viewer	<ul style="list-style-type: none"> ▪ To perform account balance inquiry and statement downloading.

- 15.4 Upon the online registration of the eBanker Services and subject to the Corporate Administrator maintenance of the relevant Account(s) with Bank Islam, the Customer will be able to access the following eBanker Services:-
- a) Account Information, Account History, Account Summary;
 - b) Funds Transfer, Third Party Account Fund Transfer, Instant Transfer;
 - c) Bill payment with Service Provider;
 - d) Cheque management which includes cheque book request, cheque status inquiry, cheque return inquiry and stop cheque;

- e) 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 eBanker Services; and/or
- f) any other services selected and as confirmed by Customer in the registration form.

16. Authorization

- 16.1 The Customer hereby authorises Bank Islam to act with the written instruction(s) given by the Customer as set out in the Board Resolution / Letter of Instruction in respect of the eBanker Services including but not limited to authorizing Bank Islam to withdraw, transfer or otherwise deal with any and / or of the Customer's monies in any Account(s) maintained with Bank Islam.

17. Instructions

- 17.1 The Customer hereby further agrees that such instruction(s) given by the company shall be binding on themselves upon their transmission to Bank Islam. The instruction (s) given are Transaction Record submitted via eBanker for execution.
- 17.2 The Customer agree that it is the Customer's responsibility to review regularly the Transaction Record and the Customer further agrees that save and except for misconduct, negligence, wilful default and / or breach of specified terms on the part of Bank Islam, the Customer shall not hold Bank Islam liable for any damage, interruptions, omission, errors, delay or from its non-receipt or misinterpretation of the Customer's instructions.
- 17.3 The Customer shall, at all times, be responsible for all instruction (s) transmitted to Bank Islam and hereby agrees and acknowledges that Bank Islam would be entitled to rely on and treat any instruction (s) made, submitted or effected pursuant to the use of eBanker services.
- 17.4 Should the Customer have any reason to believe that an instruction has not been accurately or completely received by Bank Islam, the Customer shall inform Bank Islam immediately by telephone at its eBanker client services at 03-2782 2315 (from 9 am to 5 pm during any calendar from Monday to Friday except a public holiday in the Federal Territory of Kuala Lumpur) and in any case not later than twenty four hours (24) after transmission of the relevant instruction(s) by the Customer.
- 17.5 Bank Islam reserves the right to refuse to carry out any instructions given by the Customer including but not limited, where such instructions are in violation of any of these Terms and Conditions and / or such instructions are inconsistent with any of Bank Islam's policies and other rules and regulations as may be in-force from time to time.

18. Availability of eBanker Services

- 18.1 The eBanker Services are 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 eBanker Services may not be accessible due to system maintenance or for any reasons beyond the control of Bank Islam. Notwithstanding the above, the Customer acknowledges that Bank Islam specifically does not warrant that eBanker Services will be available at all times.
- 18.2 In the event that any or all of the eBanker Services are not accessible for whatever reason, the Customer agrees to use alternative means, including but not limited to Bank Islam's branch, to issue instructions in respect of the eBanker Services.

19. Account(s) Information

- 19.1 The Customer acknowledges that any information pertaining to Customer's Account(s) as stated through the eBanker 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 further agrees that the account balance as stated through the eBanker Services shall save for manifest error be taken as conclusive of Customer's Account balance with Bank Islam.

20. Bill Payment

- 20.1 Bank Islam may at any time and from time to time, with 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 held liable for any loss or damages which the Customer may suffer as a result of Bank Islam's actions.
- 20.2 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 Customer and update its records.
- 20.3 The Customer acknowledge that each Service Provider(s) may have their requirements on the procedures of bills settlement, effective date of each payment and the terms applicable of such payments. The Customer shall abide by the requirements and terms and conditions of respective Service Provider(s) in respect of the settlement of their respective bills as may be varied from time to time.

21. Management of Bankers Cheques Services

- 21.1 A service provided to assist the Customers to print bankers cheques and the ability to display additional details along with the bankers cheque.
- 21.2 All bankers cheques issued by Bank Islam for and on behalf of the Customer must be:
- 21.2.1 In account payee form only; and
 - 21.2.2 Issued in Ringgit Malaysia only.
- 21.3 Bank Islam is authorised to:
- 21.3.1 Hold any bankers cheques upon its issuance for the Customers' collection; and / or

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- 21.3.2 Upon Customer's instruction and at the Customer's risk, send the bankers cheques to Customer or Beneficiaries by mail or courier; and/or
- 21.3.3 Issue bankers cheque if there are available funds in the Designated Account with the relevant amount required for the payment and the relevant fees and /or charges.
- 21.4 Bank Islam may reject any payment instruction received by Bank Islam due to the following:
- a) If any of information comprised in the payment instruction is incomplete and/or ambiguous;
 - b) If the payment instruction is not in the form or format prescribed or approved by Bank Islam at relevant time; and/or
 - c) If the condition imposed on the funds availability in the Designated Account as stipulated in Clause 21.3.3 above is not complied with.
- 21.5 Any payment instruction received after the cut-off time as per Part A herein will be processed on the next working day.
- 21.6 In the event of any loss or stolen bankers cheque, the Customer shall immediately report to Bank Islam to stop/cancel payment. Bank Islam may upon the Customer's request reissue bankers cheque.
- 21.7 If stop / cancel payment of any cheque is not permitted by the law or any guidelines issued by Bank Negara Malaysia or any other authority, Bank Islam has the right not to accede to the Customer's request to stop / cancel payment of the said cheque.
- 21.8 If any cheque is not presented for payment on or before its expiry date, then Bank Islam will upon the Customer's request or after a reasonable time (as determined by Bank Islam in its reasonable discretion) after the expiry date of that cheque credit to the Customer's Account(s) the amount of that cheque.

22. Rules and Regulations Governing The Designated Account

- 22.1 The rules, regulations, terms and conditions governing the use of Designated Account with Bank Islam shall apply to all transactions effected through the eBanker Services in addition to the terms and conditions stated herein.

23. Transfers and Payments

- 23.1 The Customer agrees and acknowledges that transfers and payments are not final upon receipt of the Customer's instructions.
- 23.2 Bank Islam may at its sole right and discretion request for any additional verification and/or information prior to the execution of any transfers or payments instructions.
- 23.3 The Customer acknowledges that Bank Islam may specify limits on the number of transactions the Customer may make using Bank Islam's transfers and payments services and the amounts to be transferred or paid under the same.
- 23.4 Bank Islam will use reasonable endeavour to execute any transfer and payment instructions promptly in accordance with the Customer's instructions subject always to the payments and transfers being made on a Business Day, regardless of this transfers and payments being made online real time or scheduled as a recurring transfers and / or payments.
- 23.5 Bank Islam shall not be liable for any transfers or payments or any failure to complete or to execute a transfer or payment instruction where:
- 23.5.1 The Customer has an insufficient balance in the Customer's Account(s) or insufficient overdraft line of credit to transfer or pay the relevant amount(s) or to transfer or pay

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- for any fees, taxes, duties, levies, penalty charges, and/or profit charges that may be imposed by Bank Islam from time to time for the use of eBanker Services and/or any of its Banking Services;
- 23.5.2 The Customer's relevant Account(s) is/are to be made subject to any legal process or other otherwise claim restricting such transactions or where the same is/are otherwise frozen, closed or suspended for any reason whatsoever;
- 23.5.3 The Service Provider (s) do/does not process the Customer's payment promptly and/or correctly;
- 23.5.4 The Customer has provided Bank Islam with inaccurate or incomplete Instructions or information relating to, among others, the amount(s) to be paid or transferred and the details of the beneficiary Account(s) or Service Provider (s) to which such monies are to be transferred or paid to; or the status of the beneficiary account is invalid and/or is covered under Clause 23.5.2;
- 23.5.5 There is an error in the information or Instructions given by the Customer, during the course of transmission through eBanker Services;
- 23.5.6 The Customer fails, neglects, omits or otherwise choose not to follow the latest or current instruction, procedures and directions for using eBanker Services or the particular Banking Services offered thereunder; or
- 23.5.7 Bank Islam knows or has reasons to believe that a fraud, criminal act, offence, or violation of any law or regulation has been or will be committed.
- 23.6 Where it is found that the Customer has insufficient funds or an insufficient credit limit for the transactions, the Customer acknowledge that Bank Islam may, at its sole right and discretion and without notice, reserve the transaction or offset the shortage with funds from any other Account(s) the Customer may have with Bank Islam.
- 23.7 The Customer may cancel the transfer or payment service pursuant to Clause 34 herein. Any unprocessed transfers or payments will be cancelled on the Business day the Customer's cancellation request is received. If the Customer closes any relevant Account pertaining to any such transfers or payments, any unprocessed transfers or payments scheduled from that Account or to be paid into that Account will also be cancelled on the day that Account is closed.
- 23.8 In making payment under bill presentment service the Customer;
- 23.8.1 expressly consent to the relevant Biller providing or making available to Bank Islam the bill(s) and the details and information therein;
- 23.8.2 expressly consent to Bank Islam's utilization of the details and information of the bill(s) in the provision of the bill presentment service and to the same being accessible by Bank Islam and its affiliates and sub-contractors who are involved in the provision of the bill presentment service;
- 23.8.3 undertake that the Customer have all necessary rights and consents to access and view the bill(s) and all details therein and where applicable make payment in relation thereto;
- 23.8.4 undertake that Customer have all necessary rights and authorisations to provide the consents stipulated in 23.8.1 and 23.8.2 above.
- 23.8.5 Under bill presentment service, Customer acknowledges that any bill viewing and/or payments made by Customer based on the bill presentment will be made under Bank Islam eBanker Services and subject to the Terms and Conditions herein.

24. **Foreign Remittances**

- 24.1 Foreign remittances allows the Customer to send funds to beneficiary's bank account in overseas. 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. Bank Islam shall not be liable to the Customer for any loss incurred as a result of any fluctuation of rate during the exchange of currency.
- 24.2 The issuance of any foreign remittances shall also be subject to the Foreign Exchange Administration Rules guidelines issued by Bank Negara Malaysia for the time being in force.
- 24.3 The file will be processed on the same day provided it was approved before 3.00 pm.

25. **JomPAY & FPX Payment Facility**

- 25.1 Bank Islam is a registered Participant under the scheme. In the event Bank Islam ceases or is no longer a Participant bank, Bank Islam shall notify the Customer through Bank Islam's website or in any other manner as Bank Islam deems fit.

JomPAY

JomPAY is an online bill payment service provided by Paynet. The service allows the Customer to pay the bills by entering a unique RRN.

FPX Payment

FPX is a secure and reliable online payment gateway that enables Customer to pay for Customer's online purchases hassle free and in real-time.

26. **Customer Responsibilities for Security**

- To prevent unauthorised access and to ensure only the Customer can access and use the services, the Customer should adhere to the following security procedures at all times:
- 26.1 The Customer agrees and acknowledges that the Customer and its appointed person shall at all times keep the Customer's Login ID, Password, Corporate ID and Secure Device PIN secure, and shall not share or disclose the Login ID, Password, Corporate ID and Secure Device PIN to any person whatsoever, including any officers of Bank Islam.
- 26.2 The Customer shall, at all times, observe all security measures as may be prescribed by Bank Islam in relation to Customer's Login ID, Password, Corporate ID and Secure Device PIN and further, the Customer shall take all reasonable precautions necessary to ensure that no other persons have or will be granted access to the Customer's Login ID, Password, Corporate ID and Secure Device PIN and such precautions may include, among others, immediately memorising the Login ID, Password, Corporate ID and Secure Device PIN and destroying any document on which it is stated (if any), not retaining the Login ID, Password, Corporate ID and Secure Device PIN in any form except in memory, not leaving the computer or any devices unattended whilst accessing eBanker Services and ensuring that others do not see the Customer entering of the Customer's Login ID, Password, Corporate ID and Secure Device PIN upon access to eBanker Services as well as ensuring the Customer properly log off from eBanker Services upon completion of the Customer's use thereto.

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- 26.3 The Customer agrees that the Customer shall, at all times, be responsible for all access and/or use of eBanker Services made via the Customer's Login ID, Password, Corporate ID and Secure Device PIN whether it was in fact made by the Customer or by any other person(s) purporting to be the Customer.
- 26.4 If the Customer discover or have reasonable grounds to believe that the Customer's Login ID, Password, Corporate ID and Secure Device PIN has been compromised in any way and/or the Customer have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for the Customer, the Customer shall immediately notify Bank Islam specified in Clause 44.1 and/or in accordance with such terms, conditions and/or procedures as may be stipulated by Bank Islam from time to time. For the avoidance of doubt, all telephone calls made to Bank Islam's shall be logged by Bank Islam.
- 26.5 Subject to Clause 26.7 below, until Bank Islam receives and logs such notification under Clause 26.4 above, the Customer shall be liable for all such transactions, which are conducted through eBanker Services, whether or not the same were conducted or authorised by the Customer. For the avoidance of doubt, the Customer shall be liable for all such transactions conducted through eBanker Services up to the point of time notification is made and logged pursuant to Clause 23.1 above, or otherwise, up to the point of time notification is supposed to be made, which for the avoidance of doubt, is immediately upon the Customer discovering or having reasonable grounds to believe that the Customer's Login ID, Password, Corporate ID and Secure Device pin has been compromised in any way and/or the Customer have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for the Customer. Where such notification is delayed for any reason, the Customer shall, in addition to being liable for all transactions conducted up to the above referred point in time, be liable for the actual loss which occurred after the said point in time, until the actual notification made by the Customer is received and logged by Bank Islam subject to Clause 26.8 below.
- 26.6 Upon Bank Islam's receipt of the Customer's notification made pursuant to Clause 26.4 above, the Customer agrees and acknowledges that Bank Islam may, at its sole right and discretion, suspend the Customer's access to eBanker Services until a new Customer's Login ID, Password, Corporate ID and Secure Device PIN (as the case may be) is issued or applied for and/or such reported/unreported discrepancies are resolved by Bank Islam.
- 26.7 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of the Customer's Login ID, Password, Corporate ID and Secure Device PIN is due to the Customer's actions, fraud, disclosure, abuse or misuse, which are deliberate, the Customer shall be liable for such use even if a notification is made pursuant to Clause 26.4 above.
- 26.8 Further and notwithstanding Clause 26.5 above, where the Customer has contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 26.4 above, the Customer shall, subject to Clause 26.7, be liable for the actual loss which occurred during the period of such delay, except for:
- 26.8.1 That portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the relevant Account; or
- 26.8.2 That portion of the total loss incurred which exceeds the amount of funds standing in the Customer's Account.
- 26.9 In addition, the Customer is responsible for the Customer's own personal computer's or electronic device's anti-virus and security measures to prevent unauthorised access to the Customer's transactions and accounts via the service. The Customer shall comply with any other

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security rules prescribed by Bank Islam from time to time whether in the Website, under any other Terms and Conditions with Bank Islam, or otherwise notified to the Customer by Bank Islam in any way.

- 26.10 The Customer is also responsible to log in to the correct webpage address for eBanker Services.
- 26.11 The Customer is also responsible to verify the eBanker webpage address rendered on the page. The Customer should only proceed to key-in their Password if the webpage address are the same. If the rendered webpage address are not the same or not available, the Customer should not proceed and immediately notify Bank Islam via Bank Islam eBanker client services specified in Clause 44.1 herein.
- 26.12 The Customer is also responsible not to utilize eBanker Services through internet cafes or any public places offering internet services and the Customer is to log off from eBanker Services before leaving the computer terminal.
- 26.13 The Customer is also responsible to immediately call Bank Islam's eBanker client services specified in Clause 44.1 when the Customer lost the Customer's computer, laptop or device used to access eBanker Services.
- 26.14 The Customer is 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 unauthorised transactions or unauthorised access suspected, the Customer must immediately call Bank Islam's eBanker client services as specified in Clause 44.1 herein.
- 26.15 The Customer is also advised to read and understand the FAQ before attempting to use eBanker Services and not to carry out any instructions or utilize eBanker Services in the presence of any other person.

27 Customer's Particulars

- 27.1 The Customer shall inform Bank Islam promptly for any changes or updates relating to the Customer's contact details such as telephone number and address.
- 27.2 No change in the contact details of the Customer howsoever brought about shall be effective or binding on Bank Islam unless the Customer has given to Bank Islam actual notice in writing of the change of address and nothing done in reliance on this provision shall be affected or prejudiced by any subsequent change in the address of the Customer over which Bank Islam has no actual knowledge of at the time the act or thing was done or carried out.

28 Disclosure

- 28.1 The Customer hereby expressly consents and/or authorise Bank Islam to disclose any information of the Customer which includes but not limited to personal data or information relating to the account, affairs or conduct of the account and/or banking facilities to the parties listed below (the "Authorized Parties"):-
 - a) any officer, employee, agent or director of Bank Islam Group which includes the holding company(s) of the Bank Islam , its subsidiaries, associated companies, affiliates, representatives and branch offices;
 - b) relevant third parties such as professional advisers, strategic business partners and alliances, Service Provider (s), insurers / Takaful operators or insurance / Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Bank Islam and whom are under legal obligation to the confidentiality of Customer's information;

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- c) any actual or potential participants or assignee, novatee or transferee of the Bank Islam 's rights and/or obligations under any transaction between Bank Islam and the Customer (or any agents or professional advisers);
 - d) any rating agency or direct / indirect provider of credit protection to Bank Islam;
 - e) any party as required by any law or any government, quasi-government, administrative, regulatory / supervisory body or authority, court or tribunal;
 - f) any credit reference agency that Bank Islam uses for credit assessment or credit review of Customer and parties related to the facilities provided by Bank Islam to Customer;
 - g) any financial crime references agencies, other financial institution and any of their respective agents;
 - h) any security party, guarantor or collateral provider for Customer's facilities.
- 28.2 The Customer hereby expressly consents to such disclosure pursuant to the relevant provisions under the Islamic Financial Services Act 2013 (IFSA 2013) and further confirms and declares that the terms contained herein shall be in addition to and to be read together with the Privacy Statement/Privacy Notice in connection with the Personal Data Protection Act 2010 signed with Bank Islam (which includes any changes made by Bank Islam from time to time).
- 28.3 Should the Customer received any data and information through eBanker which is not intended for the Customer, Customer shall immediately notify Bank Islam via Bank Islam eBanker client services at 03-2782 2315 immediately.

29 **Exclusion of Liabilities**

- 29.1 Bank Islam shall use all reasonable efforts to ensure the operation and provision of eBanker Services and the Banking Services. However, the Customer agrees and acknowledges that Bank Islam does not make any warranties or representations of any kind whatsoever with respect to eBanker Services and the Banking Services provided by Bank Islam, and/or its subsidiaries, affiliates and business partners whether express or implied and subject to Clause 29 herein, shall not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of eBanker Services and the Banking Services whether suffered by the Customer or any other person with the exception of losses which, subject to fraudulent or gross negligent conduct of Bank Islam's officers.
- 29.2 Without limiting the generality of Clause 29.1 above, Bank Islam shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurring:-
- 29.2.1 Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server or other device or system whether or not owned, operated or maintained by the Customer, Bank Islam or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any Login ID, Password, Secure Device or instruction;
 - 29.2.2 Any malfunction, breakdown, disruption and/or unavailability of eBanker Services or any portion thereof, howsoever arising caused by third party;
 - 29.2.3 Any of the Banking Services not being accessible, available or functioning;
 - 29.2.4 Any failure or delay caused by the Customer's internet browser, operating system, personal computer, electronic device or other software, computer virus or related problems;
 - 29.2.5 The corruption, destruction, alteration, loss of or error in Customer's Instructions or any data or information in the course of transmission through eBanker Services;

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- 29.2.6 Any intrusion, interference or attack by any person, virus, trojan horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
- 29.2.7 Any use of eBanker Services on a jail- broken or rooted device;
- 29.2.8 Any loss, theft or unauthorised use of the Customer's Login ID, Password, Corporate ID and Security Device;
- 29.2.9 Any remote interception as a result of a malicious program stored in any telecommunications, computer or any other devices whether or not owned, operated or maintained by the Customer;
- 29.2.10 Any purported access to and use of eBanker Services and/or the Customer's Login ID, Password, Corporate ID and Security Device as well as any other software or hardware provided by Bank Islam to the Customer, if any;
- 29.2.11 Any malfunction or breakdown in the software or hardware provided by Bank Islam to the Customer caused by third party, if any;
- 29.2.12 Any unauthorised access and/or use of eBanker Services by any person, whether remotely performed or otherwise;
- 29.2.13 Any prohibition, suspension, delay or restriction of the Customer's access to eBanker Services by the laws and regulations of any country from which the Customer access eBanker;
- 29.2.14 Any prohibition, suspension, delay or restriction of the Customer's access to eBanker Services caused by, relating to or in connection with Customer's network service provider;
- 29.2.15 Any inaccuracy or incompleteness of information, data or Instructions given by the Customer in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services;
- 29.2.16 The Customer's failure, neglect or omission to maintain sufficient funds in the relevant Account(s) to perform any of the Customer's Instructions;
- 29.2.17 The Customer's inability to perform any transactions due to limits set by Bank Islam from time to time;
- 29.2.18 The Customer's failure, neglect or omission to act in accordance with these Terms and Conditions and any other rules, regulations, policies and guidelines currently in force;
- 29.2.19 Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under these Terms and Conditions;
- 29.2.20 Any event, the occurrence of which is beyond Bank Islam's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply; or
- 29.2.21 Any loss which is caused by third parties.
- 29.3 So long as Bank Islam acts in good faith in acting upon or carrying out any Instructions, Bank Islam shall neither be responsible nor liable to the Customer in any respect for any loss caused by or arising from Bank Islam's execution or implementation of such Instructions or any matter arising therefrom.
- 29.4 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these Terms and Conditions or in any other terms and conditions between Bank Islam and the Customer, Bank Islam shall not in any event be responsible or liable to the Customer for any indirect or consequential loss, or for punitive damages, whether arising from any breach of Bank Islam's obligations to the Customer or otherwise.
- 29.5 Where Bank Islam:

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- 29.5.1 fails to observe the procedures on complaints and investigation as set out in Clause 44;
and
- 29.5.2 such failure:
 - 29.5.2.1 is caused by the fraudulent or gross negligent conduct of Bank Islam's officers;
and
 - 29.5.2.2 prejudiced the outcome of the complaint or resulted in delay in its resolution,
Bank Islam may, subject to Clause 26.5, 26.7 and 26.8, be liable to Customer up to the full amount of the particular transaction which is the subject of complaint.

30 Proprietary Rights

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

31 Fees and Charges

- 31.1 The Customer shall pay any fees, commission and charges, all levies and taxes including service tax whichever is applicable in respect of such eBanker Services under or otherwise howsoever relating to Customer's Account. The Customer shall pay to Bank Islam all fees, commissions and any other relevant charges at such rates and in such manner as Bank Islam may impose and/or stipulate from time to time with respect to eBanker Services and/or any of the Banking Service(s) provided thereunder.
- 31.2 Bank Islam may inform the Customer of:-
 - 31.2.1 Such fees and charges and/or any variations thereof by giving twenty one (21) days prior notice in writing or in any manner deemed applicable by Bank Islam.
 - 31.2.2 Such taxes (including service tax) in any manner deemed applicable by Bank Islam. Should the Customer disagrees with the imposition of such fees and charges or taxes and/or variations thereof, the Customer shall cease to use eBanker Services to which such Fees and Charges or Taxes relate to. The Customer's continued use and access of eBanker Services or the particular Banking Service to which such fees & charges, taxes and/or variations relate to shall be deemed as Customer's Terms and Conditions and binding acceptance of the same.
- 31.3 The Customer agrees and acknowledges that Bank Islam reserves the right to debit the Customer's relevant Account for the payment of any fees and charges or taxes and/or penalties imposed pursuant to these Terms and Conditions including any Government charges, stamp duties or taxes (including but not limited to service tax) payable as a result of the use of eBanker Services and the Banking Services provided thereunder.
- 31.4 The Customer agrees and acknowledges that all fees, charges, taxes and duties including but not limited to telephone and telecommunication charges, relating to Customer's access and connection to eBanker Services including any fees and charges imposed by any network service provider shall be borne solely by the Customer, and Bank Islam shall neither be responsible nor liable in relation thereto. The Customers may refer to Bank Islam's website for full fee and charges.

32 International Use

- 32.1 The use of the eBanker Services outside of Malaysia is subject to the Foreign Exchange Administration Rules 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.
- 32.2 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.
- 32.3 The Customer hereby agree that they are using the eBanker Services at own initiative and are responsible for the Customer compliance with local laws.

33 Product Cut-off Time and Processing

- 33.1 The Product Cut-off Time and Processing time with respect to eBanker are particularly stated in Part A hereof.

34 Termination of Services

- 34.1 Subject to Clause 34.3 and Shariah rules and principles, the Customer agrees and acknowledges that Bank Islam may suspend, terminate or restrict the Customer's access to eBanker Services or any part thereof for any reason, by giving seven (7) days prior notice to the Customer and without any liability whatsoever to the Customer or any other third party for doing so.
- 34.2 Notwithstanding the generality of Clause 34.1 herein, Bank Islam may terminate, suspend or restrict Customer's access to eBanker Services immediately upon giving Customer notice, if:-
 - 34.2.1 the Customer ceases to maintain any Account(s) with Bank Islam which can be accessed via eBanker;
 - 34.2.2 the Customer breaches any term, condition imposed by Bank Islam or provision of these Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto;
 - 34.2.3 If the Customer fails to pay any fees and charges or taxes when due;
 - 34.2.4 If the Customer has provided Bank Islam with false or incomplete information for Customer's access to or use of eBanker Services;
 - 34.2.5 If the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
 - 34.2.6 If, in Bank Islam's opinion, it is in the public interest to do so;
 - 34.2.7 If, in Bank Islam's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or
 - 34.2.8 If Bank Islam is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict the Customer's access to eBanker Services regardless of whether the relevant authorities have the legal or valid authority to request Bank Islam.
- 34.3 The Customer may terminate Customer's access to and use of eBanker Services at any time, by giving at least seven (7) days prior written notice to Bank Islam. The notification will not be effective until Bank Islam has received Customer's notice, acknowledges it and proceeds to terminate Customer's access to and use of eBanker Services or the relevant portions thereof.

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- 34.4 The Customer agrees and acknowledges that termination does not affect the Customer's liability or obligations in respect of Instructions received by Bank Islam prior to such termination that have been processed or are being processed by Bank Islam.
- 34.5 The Customer further agrees and acknowledges that where an instruction was received by Bank Islam prior to such termination herein but has not been processed, and the Customer's access to eBanker Services is thereafter terminated, the Customer shall neither hold Bank Islam responsible nor liable for any failure to process the said Instruction.
- 34.6 Any rights and obligations under these Terms and Conditions shall survive the termination of these Terms and Conditions, shall continue to be in full force and effect thereafter.

35 Indemnity

- 35.1 In addition and without prejudice to any other right or remedy of Bank Islam, whether under these Terms and Conditions or otherwise, the Customer shall indemnify and hold Bank Islam harmless at all times from and against any and all loss suffered or incurred by Bank Islam as a result of any of the following:
- Any failure by the Customer to comply with any of the terms and conditions herein contained; and/or
 - Bank Islam acting in accordance with any Instructions or in any manner pursuant to these Terms and Conditions.
- 35.2 The Customer agrees and acknowledges that the Customer's obligation to indemnify Bank Islam herein shall survive the termination of these Terms and Conditions or eBanker Services.
- 35.3 The Customer shall indemnify and hold Bank Islam harmless at all times from and against any and all fees and charges or taxes payable by the Customer pursuant to these Terms and Conditions and the Customer irrevocably authorise Bank Islam to debit any of Customer's Accounts for the payment of such fees and charges or taxes.

36 Sales and Service Tax (SST)

- 36.1 The Customer has filed all tax returns which the Customer is required by law to file and not in default and have made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against them or upon any of their respective assets, income or franchise and no claim is being asserted with respect to taxes. Notwithstanding the above, the Bank will also be entitled to recover from the customer any tax, including but not limited to Sales and Service Tax, that the Bank is required by law to collect.

37 Waiver

- 37.1 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.

38 Severability

- 38.1 If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and these Terms and Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

39 Variations of Terms and Conditions

- 39.1 Bank Islam reserves the right to add, amend, delete or vary any of these Terms and Conditions by way of notice as deemed suitable by Bank Islam from time to time but Bank Islam will, subject to Clause 39.5, give at least twenty one (21) days notice of any such additional or amended terms and conditions.
- 39.2 Such notice may be provided to the Customer either in writing addressed to the last address given by the Customer to Bank Islam or in the form of a notice displayed at Bank Islam's branches or in the form of a notice displayed on the screen when accessing eBanker or in such other manner as may be prescribed by Bank Islam from time to time.
- 39.3 Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to eBanker Services.
- 39.4 If the Customer continues to use eBanker Services after the effective date of any additional or amended terms and conditions, or where no effective date is specified, after a period of twenty one (21) days upon their receipt of such notice, whether actual or deemed in accordance with Clause 44.1, then the Customer shall be deemed to have accepted such additional or amended terms and conditions and agreed to be bound by them.
- 39.5 The Customer agrees and acknowledges that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction of the Customer's Account, Bank Islam may proceed with making such changes and amendments without notice to the Customer.

40 Reconstruction

- 40.1 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.

41 Successors Bound

- 41.1 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.

42 Notices

- 42.1 The Customer hereby consent to all notices and other communications which concern the eBanker Services or are required under these Terms and Conditions or may be given by Bank Islam in any on one of the following manners: -
- a) By ordinary post to the Customer last known address in Bank Islam's records and such notification shall be deemed received two (2) days after posting.
 - b) By electronic mail to the Customer last known e-mail address in Bank Islam's records and such notification shall be deemed received twenty four (24) hours after sending.
 - c) By being displayed in Bank Islam's premises and such notification shall be deemed effective upon such display.
 - d) 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.
 - e) 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 Customer.
 - f) Broadcasting a message on Bank Islam website.
 - g) If notified to the Customer in any other manner as Bank Islam deems fit.
- 42.2 All notices to Bank Islam concerning the eBanker Services and these Terms and Conditions shall be in writing, signed by the Customer and sent to Bank Islam at the following address or in such other way as Bank Islam may notify the Customer from time to time:

Bank Islam Malaysia Berhad
Cash Management Department
30th Floor Menara Bank Islam
Jalan Perak, 50250
Kuala Lumpur

43 Evidence

- 43.1 The Customer agrees and acknowledges not to dispute the validity, accuracy or authenticity of any evidence of their Instructions and/or communications transmitted between Bank Islam and the Customer, including but not limited to any evidence in the form of Bank Islam's computer records which may take the form of, among others, telephone logs, transaction logs, magnetic tapes, cartridges, computer printouts of any communication and any other form of information and data storage, all of which having been produced by Bank Islam's computers in the course of their ordinary use.
- 43.2 Pursuant to Clause 43.1 herein, the Customer further agrees and acknowledges that it shall refer and at all times, treat all of the said computer records of Bank Islam therein as conclusive evidence of their Instructions and/or communications received or sent by Bank Islam.
- 43.3 Notwithstanding anything contained in these Terms and Conditions, the Customer agrees and acknowledges that all their said Instructions and/or communications which are sent to Bank Islam and meet the operating standards and requirements of Bank Islam shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

44 Dispute and Enquiries

- 44.1 Should there be any enquiries or require any assistance, please refer to Bank Islam eBanker client services at +603 2782 2315 or email at ebanker@bankislam.com.my. In addition, the Customer is advised to read Bank Islam's Privacy Notice and Client Charter in this website.
- 44.2 In the event that the Customer has any complaints and/or disputes arising from the eBanker Services and these Terms and Conditions, please refer the matter to Bank Islam at the address stated in Clause 42.2 above and specifying the nature of the Customer's complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.
- 44.3 Subject to Clause 44.4 herein , the Customer may be required to disclose to Bank Islam all relevant information relating to any report, query or complaint including but not limited to the Customer's name, the relevant Account(s) number(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why the Customer believe it to be an error or why the Customer require more information and the amount(s) involved in the suspected error disputed transaction, query or complaint, as maybe relevant. Notwithstanding this, the Customer shall not, at any time and under any circumstances whatsoever, disclose the Customer's Login ID, Password, Secure Device PIN to any of Bank Islam staff or representative.
- 44.4 Where any communication involves Customer's sensitive or confidential information whether in relation to the Customer's Account(s) or any transactions made in relation thereto or otherwise, Bank Islam does not encourage the communication of any such information via electronic-mail ("e-mail") (not being secure messaging) and the Customer agrees and acknowledges that should the Customer proceed with such mode of communication in relation to such information, the Customer shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold Bank Islam responsible or liable for the security of such information or any Loss suffered in relation thereto.
- 44.5 In the event that Bank Islam requests the Customer to make such report, complaint or query in writing to Bank Islam, the Customer shall do so within seven (7) days thereafter. If no such written report, complaint or query is received by Bank Islam within the said period, Bank Islam will not be under an obligation to conduct any investigation and answer any such query or complaint.
- 44.6 Subject to Clause 44.7 herein, Bank Islam shall endeavour to investigate the complaint, answer the query or inform the Customer of the results of its investigation as soon as practicable or in any case within fourteen (14) days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 44.5 herein, within fourteen (14) days of receipt of such subsequent written report, query or complaint.
- 44.7 If Bank Islam requires more time to conduct its investigation, Bank Islam shall extend the period stated in Clause 44.6 above to such reasonable period as it deems necessary in its sole discretion which shall as far as reasonably possible not exceed thirty (30) days from the date of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 44.5 herein, within thirty (30) days of receipt of such subsequent written report, query or complaint.
- 44.8 The Customer shall as far as possible co-operate and assist Bank Islam in the conduct of its investigations, including allowing Bank Islam and its investigation team to access the device(s) used for the disputed transaction such as the personal computers, laptops, tablets, mobile devices within five (5) Business Days from the date the Customer reported Customer's query or complaint to Bank Islam eBanker Client Services as stated in Clause 44.1 herein.

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- 44.9 Subject to the provisions of these Terms and Conditions, upon the completion of an investigation, Bank Islam shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to the Customer's Account(s) and notify the Customer of the adjustments made pursuant thereto.
- 44.10 In any case, Bank Islam shall inform Customer of the results of the investigation within fourteen (14) days of the completion of Bank Islam's investigations in Clause 44.6 or 44.7 herein, as the case may be.
- 44.11 Henceforth, subject to Clause 44.6 herein, Bank Islam, as the case may be, assures total reimbursement to Customer in the event Customer suffer monetary losses due to direct loss from the Customer's Account arising from Customer's use of eBanker Services and the Banking Services provided always the Losses were due to Bank Islam's system malfunctioning wherein such malfunctioning will be subject to confirmation by Bank Islam, however, Bank Islam will not be responsible for any Loss due to Pin Mailer, Login ID, Password, and/or Security Device being stolen as it is the Customer's first and foremost responsibility to keep the Customer's information safe at all times.
- 44.12 Where the Customer is not satisfied with the outcome of the investigation or of the Customer's complaint, the Customer may appeal against such outcome by referring such complaint to the Ombudsman for Financial Services.

45 Force Majeure

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

46 Law and Jurisdiction

- 46.1 These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by 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.
- 46.2 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.
- 46.3 The maximum amount of a transaction and the purpose for, which it is affect may be determined by Bank Negara of Malaysia (BNM) and the laws and regulations of the country in which the transaction is effected or requested.

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PART A - CUT OFF TIME

Items	Particulars
<p>1.1 Third Party Fund Transfer</p> <ul style="list-style-type: none"> - To accounts within Bank Islam - To account with other banks or other financial institution through PayNet Instant Transfer - To account with other banks or other financial institution through PayNet IBG - Bankers Cheque (Branch – Non Participating IBG Banks) 	<p>T (Same day provided Files Approved before 23:00 hours)</p> <p>T (Instant crediting)</p> <p>T (Same day provided Files Approved before 17:00 hours)</p> <p>T + 1 (provided Files Approved after 17:00 hours)</p> <p>T + 2 (provided Files Approved before 23:00 hours)</p>
<p>1.2 Bankers' Cheque Printing Services</p> <ul style="list-style-type: none"> - Issuance - Cancel Cheque - Cancel & Reissue Cheque - Stop Cheque - Stop & Reissue Cheque 	<p>T + 1 (provided Files Approved before 15:30 hours) T + 2 (provided Files Approved after 15:30 hours)</p> <p>T + 1 (provided Files Approved before 15:30 hours) T + 2 (provided Files Approved after 15:30 hours)</p> <p>T + 1 (provided Files Approved before 15:30 hours) T + 2 (provided Files Approved after 15:30 hours)</p> <p>Can be done anytime by customer online via eBanker (provided eBanker system is available and running).</p> <p>T + 1 (provided Files Approved before 15:30 hours) T + 2 (provided Files Approved after 15:30 hours)</p>

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1.3 Local Telegraphic Transfer (Rentas) & Foreign Telegraphic Transfer	T (Same day provided Files Approved before 15:00 hours) T + 1 (provided Files Approved after 15:00 hours)
1.4 Own Account Fund Transfer	T (Same day provided Files Approved before 23:00 hours)
1.5 Withdrawal of countermand (stop cheque) instruction. (Normal Corporate Cheque)	T (Same day provided Files Approved before 23:00 hours)
1.6 Salary Crediting (Bank Islam account)	T (On the crediting date, provided file approved 1 day before crediting date / T). <i>To note that approval cutoff time to follow item 1.1 above – accounts within Bank Islam</i>
1.7 Salary Crediting (PayNet IBG)	T + 1 (On the crediting date, provided file approved 1 day before crediting date / T). <i>To note that approval cutoff time to follow item 1.1 above – IBG accounts</i>
1.8 Bill Payment	T (On the crediting date, provided file approved 1 day before crediting date / T). <i>To note that approval cutoff time to follow item 1.1 above – accounts within Bank Islam</i>