TERMS AND CONDITIONS

BUY BACK GUARANTEE FOR
FOREIGN CURRENCY EXCHANGE

IMPORTANT NOTICE:
CUSTOMER IS ADVISED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS BEFORE AGREEING TO SUBSCRIBE FOR ANY PRODUCT OR SERVICE AND/OR PARTICIPATING IN ANY OF BANK ISLAM'S CAMPAIGNS AND PROMOTIONS.

1. Introduction

i. **'Buy Back Guarantee'** refers to a service that allows customers to re-sell unspent Foreign Currency Notes ("FCN") to Bank Islam Bureau de Change ("BDC") at the same rate at which such FCNs were originally purchase from BDC within a stipulated period, subject to these terms and conditions (herein after referred to as "the Service").

ii. The applicable Shariah contracts/principles are Bai` al-Sarf and Wa`d, as defined below:
- Bai` al-Sarf refers to a contract of exchange of money for money of the same or different type
- Wa`d is a unilateral undertaking which refers to an expression of commitment given by one party to another to perform certain actions in the future.

iii. Pursuant to the principles of Wa`d, Bank Islam provides a unilateral undertaking to enter into Bai` al-Sarf with the Customer to purchase the FCNs at the same rate that were originally bought from Bank IslamBDC subject to the Validity Period and in accordance with these Terms and Conditions."

2. Eligibility

The Service shall be applicable to the following:

i. Bank Islam BDCs individual customers only.

ii. Customer shall be required make a minumum purchase of FCNs equivalent to Ringgit Malaysia Two Thousand Five Hundred (RM2,500 per transaction, conducted via over-the-counter ("OTC") or online referral retail sell transactions at Bank Islam BDC outlets.

3. Mechanisms

The Service shall be subject to the following terms and conditions:

i. Customers shall be entitled to re-sell up to thirty per cent (30%) of the total FCNs originally purchased.

ii. The Service shall remain for a period fourteen (14) calendar days commencing from the date of original purchase as stated on the receipt date ("Validity Period").

iii. Bank Islam BDC shall undertake to purchase the FCNs at the rate as stated on the receipt (herein after referred to as "the Guaranteed Rate") provided that the FCNs are in good condition, not mutilated, torn or defaced. Bank Islam BDC reserves the right to reject any unfit FCNs.

iv. Customers shall be required to present the original receipt at the time of the FCN re-sell transaction, failing which Bank Islam BDC reserves the right to decline the transaction.

4. Expiry Guaranteed Rate

Customers who wish to re-sell the FCNs after the expiry of the Validity Period will not be entitled to the Guaranteed Rate and the transaction will be processed at the prevailing market rate.

5. General Term

i. Bank Islam BDC shall be entitled to vary, amend the terms and/or conditions of this Terms and Conditions subject to the Shariah rules and principles by giving twenty-one (21) days prior notice in writing to the Customer and such amendments and variations shall have similar effect as those hereinbefore referred to in this T&C.

ii. Bank Islam BDC reserves the rights to cancel, terminate, and suspend the Service by providing not less than twenty-one (21) days prior notice. The mode of notification could be in writing, via electronic means or display of notices at Bank Islam BDC branches and websites. For the avoidance of doubt, cancellation, termination or suspension by Bank Islam BDC, the ervice shall not entitle the customers to any claim or compensation against Bank Islam BDC for any losses or damages whatsoever suffered or incurred as a direct and indirect result of the act of cancellation, termination or suspension.

iii. Bank Islam BDC's customer is advised to access Bank Islam's Website from time to time to view the Terms and Conditions and to ensure to be kept up to date on any changes or variation to the Terms and Conditions thereof.

iv. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the customers agree to submit to the jurisdiction of the Courts of Malaysia.

For more information, please visit Bank Islam BDCs or call Bank Islam BDC HQ at 03-2726 7771 from 9.00am to 6.00pm, Monday to Friday or visit our website at http://www.bankislam.com.my**.**