

BANK MUAMALAT MALAYSIA BERHAD - TERMS & CONDITIONS OF INTERNET BANKING

The terms and conditions herein describe the terms for a Customer's access, subscription and use of the Bank's Internet Banking Service (hereinafter referred to as "**Terms and Conditions**"). The Customer is required to read these Terms and Conditions carefully before clicking on the "I Accept" button and accepting the same.

"**Access Codes**" means the User ID and Password as created by the Customer at the point of activation of the Internet Banking Service (as may be changed by the Customer from time to time) which is required to be keyed in every time a Customer accesses the Internet Banking Service;

"**Account**" means a savings, current, financing, general investment account, or any other active accounts which the Customer may have with the Bank or relevant member of its Group which may be accessed via the Bank's Internet Banking Service;

"**ATM**" means Automated Teller Machine;

"**Bank**" refers to Bank Muamalat Malaysia Berhad and includes its subsidiaries and their successor in title and assigns and where applicable any of them;

"**Bill**" refers to any bills, renewal notice fees, charges, subscriptions, assessment, levies, taxes, duties or any other form of payment demand;

"**Customer**" refers to the customer of the Bank or relevant member of its Group, who accesses, subscribes to and utilises the Internet Banking Service;

"**Group**" means the Bank as well as entities within its group of companies which are existing now or in the future, owning or owned by under common ownership either directly or indirectly or controlling, controlled by or under common control with the Bank;

"**IB Pin**" refers to the temporary personal identification number created and keyed in by the Customer at the point of registration for the Internet Banking Service via the Bank's ATM as well as upon first time login to the Internet Banking Service prior to the activation of the Internet Banking Service for the Customer's access;

"**ID Information**" refers to the information pertaining to the type and number of the Customer's ID as required to be keyed in by the Customer for verification by the Bank's system prior to the activation of the Internet Banking Service for the Customer's access;

"**Instruction(s)**" means any request, instruction, application and authorisation pertaining to the Accounts and/or Services communicated via the Bank's Internet Banking Service based on the use of the applicable Access Codes and unless inconsistent with the context in which it is used, shall include such instructions as may be communicated by the Customer to the Bank via any other methods which pertains to the Bank's Internet Banking Service, including instructions in the form of files containing multiple instructions relating to several transactions;

"**Internet Banking Service**" refers to the service made available by the Bank comprised of, inter alia, the Services, which maybe accessed by the Customer via the Internet or any other electronic medium approved by the Bank, in accordance with these Terms and Conditions;

"**Password**" refers to a unique string of character created by the Customer (as may be changed by the Customer from time to time) for the activation and subsequent access to the Bank's Internet Banking Service;

"**Payee Corporation**" means billing corporations or other relevant corporations or entities approved by the Bank from time to time, whose Bills can be paid by the Customer using the Bank's Internet Banking Services;

"**Payment(s)**" has the meaning ascribed to it in Clause 11 (a) herein;

"**Service(s)**" refers to the products and services made available via the Internet Banking Service as stipulated in Clause 9 or as may be added or changed, from time to time;

"**Transfer(s)**" has the meaning ascribed to it in Clause 11 (a) herein;

"**User ID**" means the unique name made up of a string of characters created by the Customer (as may be changed by the Customer from time to time) which must be keyed in by the Customer in order for the Internet Banking Service system to associate the User ID with the Customer's profile and Accounts, assigned to and to be used by the Customer for the activation and subsequent access to the Bank's Internet Banking Service

1.0 APPLICABLE TERMS

- 1.1 In addition to any prevailing terms and conditions relating to the Account(s) or where applicable account(s), and any of banking services accessed to and/or subscribed by the Customer, the Customer acknowledges that the Services as made available via the Internet Banking Service may be subject to its own terms and conditions and are in addition to these Terms and Conditions.
- 1.2 In the case of conflict between such terms and conditions and these Terms and Conditions, these Terms and Conditions shall prevail to the extent of such inconsistency.

2.0 ACCEPTANCE of Terms

- 2.1 The Customer agrees that clicking on the "I Accept" button, will constitute the Customer's agreement to and receipt of these Terms and Conditions.
- 2.2 The Customer shall be deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as acknowledged and accepted of the inherent risks in conducting any transaction over the Internet or an electronic medium.

3.0 SUBSCRIPTION TO THE SERVICE

- 3.1 A Customer of the Bank, who has opened one or more accounts i.e. savings, current, or general investment account with the Bank, may apply to subscribe for the use of the Internet Banking Service.
- 3.2 The Bank at all times reserves the right to reject or accept such applications and is not obliged to respond to any request for information from unsuccessful applicants.

4.0 REGISTRATION FOR THE INTERNET BANKING SERVICE

- 4.1 Unless other methods are prescribed by the Bank, registration for the Internet Banking Service may be made via the Bank's ATM.
- 4.2 A Customer is required to simply insert his/her ATM card and key in his/her pin (as with any other transaction) and select the "Internet Banking Registration" option. Once selected, a Customer is required to choose and key in an IB Pin. A Customer is deemed to have successfully registered for the Internet Banking Service upon completion of the on screen guided steps as confirmed by the Bank's Internet Banking Service system. A Customer may then proceed to activate the Internet Banking Service via the Bank's Internet Banking website.

5.0 ACTIVATION OF THE INTERNET BANKING SERVICE

- 5.1 To activate the Internet Banking Service, a Customer is required to visit the Bank's Internet Banking website and click on the "First Time Login" link.
- 5.2 The Customer will then be prompted to key in his/her ATM Card Number and the IB Pin keyed in at the point of registration.
- 5.3 Upon validation by the Bank's Internet Banking Service system of the details entered, the Customer will be required to proceed with the activation by choosing and keying in Access Codes, ID Information as well as providing such other personal or contact information as may be required for the access and use of the Internet Banking Service.
- 5.4 A Customer is deemed to have successfully activated the Internet Banking Service upon completion of the on screen guided steps as confirmed/acknowledged by the Bank's Internet Banking Service system and confirmation of the Customer's acceptance of these Terms and Conditions by clicking on the "I Accept" button.
- 5.5 Thereafter, to access the Internet Banking Service, the Customer will be required to key in the Customer's Access Codes each time the Customer logs on.

6.0 RESPONSIBILITY FOR AND CONFIDENTIALITY OF ACCESS CODES

- 6.1 The Access Codes shall only be used by the Customer of the Bank's Internet Banking Service to whom the Access Code is registered to.
- 6.2 The Customer shall:
 - (a) at all times keep its Access Codes confidential and shall not share or disclose its Access Codes to any person whatsoever (including any employee of the Bank);
 - (b) observe all security measures as may be prescribed by the Bank in relation to the Customer's Access Codes from time to time;

- (c) take all reasonable precautions necessary to ensure that no other persons have or will be granted access to its Access Codes including among others, committing the Access Codes to memory and destroying any evidence of the same in any other form, not leaving the Customer's computer or access device unattended whilst accessing the Bank's Internet Banking Service; ensuring others do not see the Customer's entering of the Access Codes upon access to the Internet Banking Service and ensuring the proper log off from the Internet Banking Service upon completion of use;
 - (d) be responsible for all access and/or use of the Bank's Internet Banking Service made via the Customer's Access Codes whether it was in fact made by the Customer or by any other person(s) purporting to be the Customer; and
 - (e) notify the Bank immediately upon receipt of any data and information through or in relation to the Bank's Internet Banking Service which is not intended for the Customer.
- 6.3 If the Customer has any reason to believe that its Access Codes have been misused and/or compromised in any way, the Customer shall inform the Bank immediately. The Customer shall be liable for any loss or damage arising from transactions made through the Customer's Access Codes until such time as the notification is received and logged by the Bank. Where the Customer has contributed to a loss resulting from an unauthorised transaction by delaying notification of lost, misused, theft or compromise in any way of the Access Codes, the Customer shall also be liable for the actual loss which occurred during the period of any such delay, save for:
- (a) that portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the Customer's relevant Account; or
 - (b) that portion of the total loss incurred which exceeds the amount of funds standing in the Customer's Account.
- 6.4 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of the Customer's Access Codes is due to the Customer's deliberate actions, fraud, disclosure, abuse or misuse, the Customer shall be liable for such use even if a notification is made pursuant to the above.
- 6.5 The Customer acknowledges and agrees that the Bank may, at its sole right and discretion, suspend the Customer's access until new Access Codes are created or otherwise until such time as may be specified by the Bank at its sole discretion.
- 6.6 The Bank shall not be responsible or liable for any loss caused to or damaged suffered by the Customer if any person should obtain possession of any of the Access Codes and obtain payment of any monies belonging to the Customer or otherwise effects a transaction that causes any type of loss or damage to the Customer or any other party.
- 6.7 Notwithstanding anything herein, the Bank may at any time in its sole and absolute discretion invalidate the Access Codes for any reason without prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by the Customer or arising out of or connected or by reason of such invalidation.

7.0 ACCESS REQUIREMENTS

- 7.1 The Bank may from time to time stipulate the minimum hardware and software criteria for the Customer's access to and use of the Internet Banking Service and further reserves the right to change or update such minimum criteria from time to time. The Customer shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware and/or equipment necessary to obtain access to the Internet at his own risk and expense.
- 7.2 The Customer may use and gain access to the Internet Banking Service from a duly licensed Internet Service Providers (ISP) and such access through the ISP is subject to and governed by the relevant laws and regulations and the terms and conditions, if any, agreed upon by the Customer with the ISP. All fees and charges in connection with the access provided by the ISP and all fees charges, expenses and cost incurred by the Customer in connection with the use of the Internet Banking Service shall be borne by the Customer. The Bank shall not be liable for any failure or delay of the Customer in accessing the Internet Banking Service or for any loss or damage arising therefrom, which is caused by, due or attributable to the Internet Service Provider.

8.0 SERVICE AVAILABILITY

- 8.1 The Internet Banking Service is intended to be available 7 days a week, 24 hours a day. However, the Customer acknowledges that at certain times some or all of the Internet Banking Service may not be accessible due to system maintenance or reasons beyond the control of the Bank. Notwithstanding the above, the Customer acknowledges that the Bank specifically does not warrant that the Internet Banking Service or any of its Products or Services will be available at all times.
- 8.2 In the event some or all of the Internet Banking Services are not accessible for whatever reason, the Customer agrees to use alternative means, including but not limited to the Bank's ATMs or branches, to issue instructions in respect of the Services.

9.0 SERVICES

- 9.1 Upon the activation of Internet Banking Service, the Customer will be able to access the following Services as and when made available to the Customer:
- (a) Account Information;
 - (b) Bills Payment;
 - (c) Funds Transfer;
 - (d) Financing i.e. Request for financing facility, repayment, etc;
 - (e) Request for new Cheque Books;
 - (f) Miscellaneous services, i.e. messages and alerts, etc; and
 - (g) Such other new Services as the Bank may from time to time make available to the Customer as maybe offered by the Bank, a member of its Group, affiliates or any other third parties.
- 9.2 By using any new Services made available via the Bank's Internet Banking Service from time to time, the Customer agrees to be bound by these Terms and Conditions in relation to the new Services and any other terms and conditions as may be in force governing such new Services, in so far as it is applicable.
- 9.3 Notwithstanding anything contained herein, the Bank reserves the right at any time to modify, add or withdraw any of the Services, functionalities or facilities or the performance of any transactions therein without reason or explanation and without liability to the Customer for so doing.

10.0 INSTRUCTIONS

- 10.1 The Customer shall be solely responsible for all Instructions issued to the Bank via the use of the Access Codes, whether made by the Customer or any other person purporting to be the Customer.
- 10.2 All Instructions received by the Bank via the use of the Customer's Access Codes shall be deemed as regular and genuine Instructions and shall be binding on that Customer and unless otherwise permitted by the Bank, shall be irrevocable upon transmission to the Bank.
- 10.3 The Customer shall be responsible for ensuring it has all necessary rights and authorisations to issue a particular Instruction as well as for ensuring the accuracy and completeness of all Instructions and the Bank shall be entitled to act on all Instructions in accordance with its reasonable interpretation of such Instruction and shall not be liable to the Customer or any third party for any loss or damage that may arise from the Bank acting on such Instructions.
- 10.4 Notwithstanding the foregoing, the Bank reserves the right, but not the obligation, to:
- (a) refuse to execute an Instruction where such Instruction is ambiguous, incomplete or inconsistent with any other previous Instructions given by the Customer; or
 - (b) request for further information or verification in relation to a particular Instruction prior to the execution of the same.
- 10.5 The Customer acknowledges and agrees that the Bank shall not be liable for any transaction and Instruction or any failure to carry out, implement or complete a transaction or Instruction where, inter alia:
- (a) the Customer's Account(s) or any other relevant account, has insufficient funds to meet such Instructions;
 - (b) there is an error in the Instructions and/or information given by the Customer whether caused during the course of transmission through the Bank's Internet Banking Service or otherwise;
 - (c) the Customer's Account is made subject to any legal process or restriction or is otherwise suspended, closed or frozen for any reason;
 - (d) the Bank is aware or has reason to believe that fraud or some criminal act has been, is being or is about to be committed; or
 - (e) the Customer fails to follow any instructions, directions, guidelines or procedure in respect of the use of the Internet Banking Service or any portion thereof.
- 10.6 Further to (e) above, the Bank reserves the right at its sole discretion to refuse to carry out any Instructions where such Instructions are inconsistent with the Bank's policies or any rules or regulations currently in force, for security reasons or for any other reasons.
- 10.7 In carrying out any of the Customer's instructions, the Customer acknowledges and agrees that the expediency of the same may inter alia, be subject to the current system and operations of the Bank and any other prevailing circumstances and as such the Bank shall be allowed such amount of time as may be reasonable to act upon and implement the said Instructions and the Bank shall not be liable or responsible for any delay whatsoever arising therefrom.

- 10.8 Without prejudice to (g) above, all Instructions transmitted to the Bank shall be subject to the cut-off times as may be determined by the Bank from time to time and any Instructions transmitted after the relevant cut-off times in a particular day shall be posted in the books and records of the Bank on or for the next business day following the date of such Instructions or on such other specified time.
- 10.9 Where the services of a third party is required to carry out a particular Instruction, the Customer hereby consents to the appointment by the Bank of any such third party but however acknowledges and agrees that the Bank is no way endorsing or representing that such third party can or will carry out such Instructions to the satisfaction of the Customer and the Bank shall not be responsible or liable for any loss or damage arising out of the appointment of such third party; the carrying out of any Instructions by such third party and/or for any delay or loss of any communications or instructions given by the Bank to such third party.
- 10.10 Without prejudice to (b) above, the Customer shall inform the Bank immediately after transmission of a particular Instruction (in such mode as may be prescribed by the Bank from time to time or as deemed acceptable by the Bank in its sole discretion), where the Customer wishes to cancel, revoke or reverse the Instruction or otherwise has any reason to believe that such Instruction is inaccurate or incomplete or has not been accurately or completely received by the Bank.
- 10.11 The Bank may, at its sole discretion, act upon the notification in (j) above, including the request to cancel, revoke, or reverse an earlier Instruction where the said request was received by the Bank prior to the process or execution of such Instruction, although nothing herein shall impose upon the Bank the obligation to do so. The Bank however will use its best efforts to give immediate effect to a cancellation of pre-authorised Payments and Transfers (between the Customer's own account whether maintained with the Bank or another financial institution) subject to the stop payment or cancellation instructions being received from the Customer within a reasonable period prior to the Transfer(s).
- 10.12 The Customer is at all times required to refrain from sending or giving instructions or directions to the Bank through e-mail services. The Bank shall not be obliged to act on any Instructions received through e-mail services.

11.0 PAYMENTS AND TRANSFERS

- 11.1 Further to the other provisions herein, where an Instruction involves or is in relation to (i) the payment of any Bills ("Payment(s)"), or (ii) the transfer of funds to the Customer's own account or third party account within the Bank or any other receiving financial institution or entity approved by the Bank ("Transfer(s)") via the Bank's Internet Banking Service:
- (a) the Customer shall ensure that all relevant consents and authorisations are obtained for the issuance of the Payment and Transfer Instructions and for such Instructions to be carried out;
 - (b) the Customer acknowledges and agrees that such Payments and Transfers shall be subject to such limits and conditions as may be imposed by the Bank, the relevant Payee Corporation, receiving financial institution or entity or any other relevant third party, from time to time;
 - (c) the Customer may set its own limits in relation to Transfers and shall provide due notification to the Bank in relation to the same;
 - (d) the Customer shall be responsible for ensuring that all such Payments and Transfers are made in accordance with any procedures and requirements as may be laid out by the relevant Payee Corporation, receiving financial institution or entity or any other relevant third party;
 - (e) the Customer shall follow any requirements as to the procedures for settling any Payments with the relevant Payee Corporation and to meet any required deadline for such Payment or other terms as may be applicable to such Payment. The Bank shall not in any way be responsible for the Customer's failure to follow any such requirements and terms as may be set and specified by the relevant Payee Corporation in respect of the Payment by the Customer;
 - (f) the Customer acknowledges that the Bank may at any time and from time to time, amend its list of receiving financial institution or entity or Payee Corporations, or withdraw any receiving financial institution or entity or Payee Corporation(s) from its list without assigning any reason and the Customer agrees that the Bank shall not be liable for any loss or damage which the Customer may suffer as a result of the Bank's actions;
 - (g) the Customer acknowledges and agrees that any such Payments and Transfers shall only be allowed in respect of Payee Corporation or receiving financial institution or entity as may be approved by the Bank from time to time at its absolute discretion and the Bank shall not be responsible or liable for any loss or damages arising from any Payment or Transfer Instructions involving or in relation to a Payee Corporation or financial institution or entity that is not or is no longer approved by the Bank notwithstanding that the said Payee Corporation or receiving financial institution or entity was still approved by the Bank at the point the duly authorised Instruction was issued to the Bank but was thereafter taken off the Bank's list of approved Payee Corporation or receiving financial institution or entity, prior to the execution of such Payment or Transfer Instruction;

- (h) the Customer shall, prior to issuing any Payment Instructions, inform the Bank of any change in the details and particulars as may be registered with the relevant Payee Corporation as well as any changes to any accounts as may be held by the Customer or by any other relevant beneficiary of the Customer, with such Payee Corporation;
- (i) the Customer acknowledges and agrees that the Bank shall not be under an obligation to verify the accuracy of any details, particulars, account numbers or identity of any account holder with any Payee Corporation, receiving financial institution or entity and the Bank shall not be responsible or liable for any loss or damage arising from the rejection or non-acceptance for any reason, of any such Payments and/or Transfers by such Payee Corporation or receiving financial institution or entity;
- (j) the Customer acknowledges and agrees that any such Payment and Transfer Instructions shall be subject to the further processing of such Payments and Transfer transaction by the relevant Payee Corporation or receiving financial institution or entity and the Bank shall not in any way be responsible or liable for any loss or damage arising from the failure, delay or error by any receiving financial institution or entity or Payee Corporation in crediting the account of the Customer's payee or otherwise in processing such Payment or Transfer transaction.

12.0 ACCOUNT INFORMATION

- 12.1 The Bank does not warrant the accuracy of any information pertaining to transactions, the Customer's Account(s), or any other accounts, as may be applicable, reported through or made available via the Bank's Internet Banking Service.
- 12.2 The Customer acknowledges that any information pertaining to transactions, the Customer's Accounts or any other accounts, as may be applicable, reported through or made available via the Internet Banking Service 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 only been provisionally credited as uncleared effects (which may be altered or reversed by the Bank if not cleared), have yet to be processed by the Bank, require verification of the Bank, Payee Corporations, receiving financial institution and/or any other third party, or are in progress and the Customer specifically agrees that it shall not for any purpose whatsoever, be taken as conclusive of the Customer's transaction, Account(s), or any other applicable account(s)', balance/status, as may be applicable.
- 12.3 Without prejudice to the foregoing, where the Customer knows, suspects or has reason to believe that there has been an unauthorised transaction or otherwise that there is an error in his Account information, the Customer shall notify the Bank in writing within thirty (30) days from the date of the account information.

13.0 SERVICE CHARGES

- 13.1 Further to any fees and charges payable by the Customer under any other terms relating to the Customer's Account(S) which terms shall remain applicable, the Customer acknowledges that fees, commissions and other relevant charges may be levied or imposed in relation to the Internet Banking Service or certain Services provided there under.
- 13.2 The Bank will inform the Customer of such fees, charges and/or any variations thereof by giving prior notice in accordance with the Clause on notice herein. Should the Customer disagree with the imposition of such fees, charges and/or variations thereof, the Customer should cease to use the particular Service to which such fees, charges and/or variations relate to. The Customer's continued use and access of the particular Service or issuance of Instructions in relation to a particular transaction to which such fees, charges and/or variations relate to, shall be deemed as the Customer's agreement and binding acceptance of the same.
- 13.3 The Customer agrees and acknowledges that the Bank reserves the right to debit the Customer's relevant Account for the payment of any fees, charges and/or penalties imposed pursuant to these Terms and Conditions including any Government charges, stamp duties or taxes payable as a result of the use of the Internet Banking Services and the Services provided thereunder or otherwise shall require such fees and charges to be paid to the Bank within such time and in such mode as the Bank prescribes.
- 13.4 The Customer agrees and acknowledges that all fees and charges including but not limited to telephone and telecommunication charges, relating to the Customer's access and connection to the Internet Banking Service including any fees and charges imposed by any Internet Service Provider shall be borne solely by the Customer and the Bank shall neither be responsible nor liable in relation thereto.

14.0 INTERNATIONAL USE

- 14.1 The use of the Bank's Internet Banking Service outside of Malaysia and/or involving transactions outside Malaysia, if any, is subject to the Exchange Control Act 1983 and the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested, and the laws and regulations of Malaysia and the country where the transaction is effected or requested.
- 14.2 The maximum amount of a 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.

14.3 The Customer hereby agrees that the Customer is using the Bank's Internet Banking Service at its own risk and initiative and the Customer is responsible for compliance with all applicable laws.

15.0 CHANGE IN TERMS

- 15.1 The Bank may at its discretion and at any time, by giving the Customer prior notice, add to, alter, vary, modify all or any of these Terms and Conditions and any such additions, variations or modifications shall be binding on the Customer and be deemed to have come to the Customer's attention through notification in accordance with the Clause on notice herein.
- 15.2 Notwithstanding (a) above, where any variations, modifications or changes to these Terms and Conditions are in the Bank's sole opinion, necessitated by an immediate need to restore or maintain the security of the Internet Banking Service, the Bank's computer system, the Customer's Account(s) or any transactions, no prior notice will be given to the Customer in respect of such variation, modification or changes to the Terms and Conditions.
- 15.3 The Customer agrees to view these Terms and Conditions regularly and the Customer's continued access or use of the Bank's Internet Banking Service after any such additions, variations or modifications become effective will constitute the Customer's acceptance of the additions, variations or modifications without reservation.

16.0 CONFIDENTIALITY AND SECURITY OF CUSTOMER'S INFORMATION

- 16.1 The Bank's rights to the Customer's information whether relating to the Customer or, the Customer's transactions, Account(s) or any other applicable account (hereinafter referred to as the "Customer's Information") shall be in accordance with the Bank's **Privacy Policy** as displayed on the Bank's Internet Banking website which sets forth the principles in relation to the Bank's use of such Customer Information and the sharing of the same with third parties. The Customer agrees that it has reviewed and understood the Bank's **Privacy Policy** and consents to such disclosure. With the exception of disclosures which are due to the fraud or gross negligence of the Bank, neither the Bank nor any of their officers and officials shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing any of the Customer's information in accordance thereto and they are authorised to make such disclosures.
- 16.2 Subject to the terms herein, the Bank will use its best endeavours to ensure that all information transmitted or received via the Internet Banking Service cannot be accessed by unauthorised third parties and is secure, in line with its **Security Policy** as displayed on the Bank's Internet Banking website.
- 16.3 The Customer further agree that neither the Bank nor any of its officers shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing or providing access to any of the Customer's Information as provided in (a) and (b) above.

17.0 INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

The Customer acknowledges and agrees that all intellectual property and proprietary rights in and to the Bank's computer systems and Internet Banking Service, including, without limitation to the Bank's Internet Banking Service website, and all contents and any updates thereof are owned exclusively by the Bank or members of its Group or the relevant third party vendor, affiliate or any other third party, as applicable.

18.0 SUSPENSION OR TERMINATION OF SERVICE

- 18.1 The Customer may terminate the Internet Banking Service by giving prior written notice to the Bank. The Bank's Internet Banking Service will be cancelled within *seven (7) Business Days* from the date of the Bank's receipt of the said notice of termination and the Customer hereby agrees not to use the Bank's Internet Banking Service to effect any of the Customer's instructions received on any day falling after the receipt of the Customer's notice of termination.
- 18.2 Notwithstanding the foregoing, the Bank shall not be liable for the Customer's continued use of the Internet Banking Service thereafter and for the carrying out, implementation, execution or processing of any transactions or instructions received from the Customer after receipt of the Customer's written notice to terminate.
- 18.3 The Customer acknowledges that the Bank may at any time without giving any reason or prior notice suspend or restrict or terminate the operations or whole or any part of the Internet Banking Service without being responsible for any loss or damage suffered thereby.
- 18.4 Notwithstanding the generality of (c) above, the Bank may terminate, suspend or restrict the Customer's access to the Internet Banking Service immediately, if:
- (a) the Customer ceases to maintain any Account(s) with the Bank which can be accessed via the Internet Banking Service;

- (b) the Customer breaches any term, condition or provision of these Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto;
 - (c) the Customer fails to pay any fees or charges when due; or
 - (d) the Customer or persons purporting to be the Customer has provided the Bank with false or incomplete information for the access to or use of the Internet Banking Service.
- 18.5 The Customer also acknowledges and agrees that where the Customer's access to the Bank's Internet Banking Service is terminated for any reason, the Bank shall not be liable for the failure to carry out, implement, execute or process any transactions or Instructions received prior to such termination and remains unprocessed at the point of such termination by the Bank or otherwise at the point of receipt of the Customer's notice to terminate.
- 18.6 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of Instructions processed by the Bank on the Customer's behalf.
- 18.7 All terms and conditions which are intended to continue beyond the expiration or termination of this agreement whether expressly or by implication shall survive the expiration or termination of this agreement howsoever occasioned.

19.0 LIABILITY

- 19.1 The Customer hereby accepts all the inherent risks associated with carrying out transactions through the Internet and acknowledges that any communications and Instructions sent via electronic means may not reach the intended recipient or may do so much later than intended and agrees that the Bank shall not be responsible or liable in relation to any loss or damage arising as a result thereof.
- 19.2 The Customer acknowledges that to the extent permitted by law, the Bank and its relevant affiliates make no warranties or representations of any kind with respect to the Internet Banking Service, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Neither the Bank, its relevant affiliates, nor any other parties involved in the creation, production or delivery of the Internet Banking Service assume any responsibilities with respect to the Customer's use thereof. No oral or written information or advice given by the Bank, its relevant affiliates or the Bank's employees shall create a warranty or in any way increase the scope of this warranty, and the Customer may not rely on any such information or advice.
- 19.3 The Bank shall not be responsible or liable for any loss caused or damage incurred or suffered by the customer or any other person as a consequence of using the Internet Banking Service except for those caused by the Bank's fraudulent or gross negligent conduct.
- 19.4 Without limiting the generality of (c) above, the Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer by reason of or arising from:
- (a) the Bank's processing of the Customer's Instructions based on its interpretation of the same;
 - (b) the Customer's own breach of the Terms and Conditions herein or of any requirements or guidelines as may be imposed from time to time;
 - (c) any failure on the Customer's part to follow the latest or current instructions, procedures, guidelines and directions for using the Internet Banking Service;
 - (d) the Customer's inability to perform any of the transactions due to limits set by the Bank or any applicable third party from time to time;
 - (e) any destruction or alteration of the Customer's Instructions or any other instruction, data, information or communication transmitted by the Customer to the Bank;
 - (f) any error(s) in the transmission of the Customer's Instructions or any other instructions, data, information or communication transmitted by the Customer to the Bank or error(s) in transmission by the Bank of any data, information or communication through the Internet Banking Service;
 - (g) any loss, theft or unauthorised use of the Access Codes;
 - (h) any use or purported use of the Access Codes and/or of the Internet Banking Service via such Access Codes;
 - (i) the Internet Banking Service or any part thereof not being available or functioning;
 - (j) any breakdown or malfunction of any equipment, system or software used in connection with the Internet Banking Service, including but not limited to any electronic terminal, server or system, telecommunication device, connection, or system or any part of the system;
 - (k) any intrusion or attack by any person, hardware, software, virus, Trojan Horse, worm and/or macros or other harmful components that may interfere with the Internet Banking Service;

- (l) any malfunctions of the Customer's computer system, terminal, access device, related facilities or other software belonging to or operated by the Customer;
- (m) any failure or delay caused by browser software, computer virus or related problems attributable to services provided by any Internet Service Provider or other software providers;
- (n) any delay or failure in any transmission or communication facilities;
- (o) the Customer's access and/or use of the Internet Banking Service being prohibited, restricted, delayed or otherwise affected by the laws and regulations of the country from where the Customer accesses the Internet Banking Service; or
- (p) any loss or damage caused by third parties and any circumstances beyond the Bank's reasonable control including acts of God;

and the Customer further acknowledges that each of the sub-clauses herein is to be construed as a separate limitation applying and surviving even if for any reason one of the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Account(s) or any applicable account(s) or of the Internet Banking Service or any part thereof.

19.5 In any event, the Bank's sole and entire liability in contract, tort or otherwise, arising by reason of or in connection with these Terms and Conditions or the provision of the Internet Banking Services shall not exceed the amount of the transactions involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

19.6 In addition and without prejudice to any other right or remedy of the Bank, whether under this agreement or otherwise, the Customer shall indemnify and hold the Bank harmless from and against any and all loss, damage or expenses suffered or incurred by the Bank as a result of any of the following:

- (a) Any failure by the Customer to comply with any of the Terms and Conditions herein; and/or
- (b) The Bank acting in accordance with the Instructions received via the Access Codes of the Customer, or in any manner pursuant to these Terms and Conditions.

20.0 NOTICE

20.1 The Customer hereby consent to all notices and other communications which concern the Internet Banking Service or are required under these Terms and Conditions may be given by the Bank, in any one or more of the following manners:

- (a) By ordinary post to the Customer's last address in the Bank's records and such notification shall be deemed received two (2) days after posting;
- (b) By inserting a notice in the Bank's Statement of Account to the Customer (as applicable) and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer.
- (c) Broadcasting a message on the Bank's Internet Banking Service website which shall be deemed effective on the Customer's next access to the Internet Banking Service after such message is broadcast as per the Bank's records;
- (d) Display of the notice at the Bank's ATM or other electronic terminals;
- (e) Display of the notice at the Bank's offices and branches;
- (f) By electronic mail to the Customer's last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending; and
- (g) By notification to the Customer in any other manner as the Bank deems fit.

20.2 Save for queries and request for assistance in accordance with Clause 25, all notices to the Bank concerning the Internet Banking Service and these Terms and Conditions shall be in hard copy form and signed by the Customer and sent to the Bank at the following address or in such other way as the Bank may notify the Customer from time to time:

Virtual Banking Section
Cybernetics Department
Level 24, Menara Bumiputra
Jalan Melaka, 50100 Kuala Lumpur

20.3 Notwithstanding anything herein to the contrary, all notice(s) received from the Customer shall take effect only upon the Bank's acknowledgement of its receipt and duly recording the same in its records.

21.0 EVIDENCE

21.1 The Customer acknowledges and agrees that in the absence of a manifest error and without prejudice to Clause 12, all evidence of Instructions received or transactions executed by the Bank and/or communications transmitted between the Parties, including any evidence in the form of, among others, computer printouts, transaction logs, telephone logs, magnetic tapes, cartridge and any other form of information and data storage, shall be binding on the Customer and treated as conclusive evidence of the Customer's Instructions, transaction and the Parties communications, for all purposes.

21.2 Notwithstanding anything contained herein, the Parties agree that all Instructions and or communications sent electronically to or by the Bank which meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect, as written and/or signed documentary communications.

22.0 WAIVER

22.1 The Customer agrees that the failure of the Bank, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or the Bank's failure or delay to insist on compliance with any of the clauses herein shall not constitute a waiver by the Bank of any rights, power, privileges, remedies or provisions of these Terms and Conditions.

22.2 No right of the Bank under these Terms and Conditions shall be deemed to be waived except by prior notice indicating the Bank's express agreement to such waiver which is provided by the Bank in such form as it deems fit.

23.0 SEVERABILITY

If any of the provision and/or part of these Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the invalid and unenforceable provisions and/or part shall be deemed superseded by a valid, enforceable provision and/or part that most closely matches the intent of the original provision and/or part and the remainder of the other provisions and/or part of these Terms and Conditions shall continue in full force and effect Any such invalidity, illegality and unenforceability shall not affect or impair the remaining provisions and/or part of these Terms and Conditions herein.

24.0 RECONSTRUCTION OF THE BANK

The Customer's obligations and liabilities 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 the Bank or its Group or any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on the business for the time being and the Customer agree that no such changes shall affect the obligations and liabilities created herewith in relation to any transaction whether past, present or future.

25.0 ENQUIRIES AND DISPUTE

25.1 In the event that the Customer has any enquiries or requires any assistance, please refer the matter to the Bank's Customer Service at:

Bank Muamalat Malaysia Berhad
Customer Service
Level 19, Menara Bumiputra
Jalan Melaka, 50100 Kuala Lumpur
Hotline: 1 300 88 8787

In addition, the Customer is advised to review the Bank's **Privacy Policy**, **Security Policy** and **Client Charter** in the Bank's Internet Banking Service website.

25.2 Where the Customer has any complaints and/or disputes arising from the Internet Banking Services and/or these Terms and Conditions, please refer the matter to the Bank at the address stated in the Clause on Notice above specifying the nature of your complaint and/or dispute.

25.3 The Bank shall, upon receipt and acknowledgement of the said complaint and/or dispute, allocate resources to investigate and resolve any such complaints or disputes based on all established facts.

25.4 Where based on the investigation, the Bank is of the view that the Customer is liable for loss arising from any loss, misuse, theft or unauthorise use of the Customer's Access Codes, the Bank will make available to the Customer copies of any documents or other evidence relevant to the outcome of its investigation including information from its transaction and system logs subject always that the Bank will not be required to furnish information that has a direct relation to or impacts the security of the financial institution or its system or otherwise compromises the confidentiality of information pertaining to the Bank's other customers.

25.5 The Customer shall have the right to appeal against the outcome of any complaint or dispute to the Bank's authorised senior management as designated by the Bank and thereafter to the Banking Mediation Bureau if he/she remains dissatisfied with the outcome.

26.0 LAWS AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. Any dispute arising in respect of the Internet Banking Service and these Terms and Conditions which cannot be resolved in accordance with Clause 25 above, shall be referred to the Courts of Malaysia situated in Kuala Lumpur.