

TERMS AND CONDITIONS GOVERNING OPERATION

iBiz Muamalat Services are provided by **Bank Muamalat Malaysia Berhad** (" the Bank ") to the Customer on the following terms and conditions :

1 Definitions :

- (a) **"Customer Instruction"** means an online transaction on the Customer's account, a request for transaction on the Customer's account or an instruction to the Bank, effected through the **iBiz Muamalat** by use of a Password.
- (b) **"Request for transaction"** means a request sent to the bank through the **iBiz Muamalat** to effect a transaction on the Customer's account.
- (c) **"iBiz Muamalat"** means the computer based system through which the Customer is able to send a Customer Instruction to the Bank. Access to this system may be through a Personal Computer
- (d) **"Services"** means all services offered by the Bank described in the **iBiz Muamalat** Guide.
- (e) **"iBiz Muamalat User Guide"** means the User Guide issued by the Bank and any revisions which the Bank advises to the Customer from time to time.
- (f) **"Institution"** means any financial institution or company so designated by the Bank or the Customer from time to time.
- (g) **"Account"** or **"Accounts"** means the account or accounts which the Customer maintains with the Bank or which the Customer may hereafter open with the Bank.
- (h) **"Password"** means any Smartcard, or confidential password, code or number, which may be used by the Customer, either separately or together, to access **iBiz Muamalat** or execute a Customer Instruction.

1. The Customer will follow the procedures and observe the terms and conditions and restrictions in relation to the **iBiz Muamalat** Services set out in these Terms and Conditions and the **iBiz Muamalat Desktop Banking** User Guide.
2. The Customer will pay the Bank's scale of charges for the provision of **iBiz Muamalat** Services and service fees and other charges for the Customer Instructions sent by the Customer through the **iBiz Muamalat** Services as advised from time to time to the Customer by the Bank. All Customer Instructions sent by the Customer through the **iBiz Muamalat** Services will also be charged the usual bank charges and commissions. The Bank may also vary service fees, commission and bank charges from time to time. For the purpose of collecting such fees, commissions and charges, the Customer hereby authorises the Bank to debit any account of the Customer with these fees, commissions and charges.
3. The Customer shall be responsible for all Customer Instructions.
4. The Bank shall be entitled but not obliged to accept Customer Instructions as instructions which have been properly authorised by the Customer, notwithstanding that such instructions conflict or

- may conflict with or are in any way inconsistent with any other instructions received under any other mandate given by the Customer to the Bank relating to any of the Customer's accounts. In cases of cancellation or amendment, the Bank shall use its reasonable efforts to act on a request by the Customer for cancellation or amendment of a payment or other transactional instruction prior to the Bank's execution of such instruction.
5. The Customer's Requests for Transactions are irreversible and deemed to be received when the Customer receives the transaction reference number on the visual screen on the Customer's PC Banking terminal. The Requests for Transactions will be effected in accordance with the processing time set out in the **iBiz Muamalat** User Guide.
 6. It is the Customer's responsibility to establish and maintain the Management Control features and security procedures described in the **iBiz Muamalat** User Guide. The Customer confirms that such features and procedures together with **iBiz Muamalat** encryption system which enciphers information from the Customer's computer to **iBiz Muamalat** are acceptable security procedures. The Customer shall ensure that security measures within the Customer's control are both adequate and properly maintained.
 7. The Customer undertakes to keep all Passwords strictly confidential and in safe custody at all times. The Customer will be responsible for all transactions effected through **iBiz Muamalat** by the use of any Password. However, the Customer shall not be responsible for any unauthorised transaction effected by use of such Password after the Bank has received written notice from the Customer of unauthorised disclosure or use of such Password except to the extent that an unauthorised transaction is attributable to the Customer's default, including a failure to maintain adequate security measures. The Customer will notify the Bank immediately of any known or suspected unauthorised access to **iBiz Muamalat** or unauthorised transactions.
 8. The Bank grants the Customer a non-transferable, non-exclusive licence to use the **iBiz Muamalat** software and documentation, including the **iBiz Muamalat** User Guide, and any revisions thereof provided by the Bank to the Customer in connection with **iBiz Muamalat** ("the **iBiz Muamalat** Materials ") on the computer equipment selected by the Customer to access Muamalat Desktop Banking only for the purposes described in the **iBiz Muamalat** User Guide. The Customer shall be responsible for such equipment and related transmission links. The Customer shall keep the **iBiz Muamalat** Materials strictly confidential at all times and shall not copy such materials, except the **iBiz Muamalat** software for security purposes, or allow any other person access to them without the Bank's prior written consent. The **iBiz Muamalat** Materials including copies shall remain the exclusive property of the Bank at all times.
 9. The Bank warrants that the **iBiz Muamalat** software will conform at the date of supply in all material respects with the current specifications in the **iBiz Muamalat** User Guide, provided the **iBiz Muamalat**, software is used properly.

10. The Customer hereby appoints the Bank as the Customer's agent for the purpose of :
 - (a) instructing on the Customer's behalf any relevant Institution to transmit or otherwise communicate to the Bank and / or **iBiz Muamalat** any information concerning the Customer and the Customer's account with any such Institution ;
 - (b) opening, continuing and conducting accounts with any Institution in order to effect any Customer Instruction, and the Customer agrees that any such account opened will be opened and conducted on such terms and conditions as that Institution shall reasonably consider appropriate; and
 - (c) agreeing on the Customer's behalf with any relevant Institution that the provisions of Clauses 10 to 14 inclusive of this Agreement shall apply as between the Customer and such Institution.
11. The Customer authorises the Bank to provide third parties with such information relating to the Customer and the Customer's account as may, in the Bank's reasonable opinion, be necessary in order to give effect to a Customer Instruction or in order to comply with the order of any court, government agency or lawful authority in any jurisdiction.
12. The Customer acknowledges that information concerning the Customer and the Customer's account may be transmitted to or through and / or stored in various countries or states. The Customer authorises such transmission and / or storage as the Bank or any Institution shall reasonable consider necessary or appropriate in the provision of **iBiz Muamalat** Services.
13. The Customer shall not hold the Bank be liable for any delay or failure to provide any **iBiz Muamalat** Services which is attributable to any cause beyond the Bank's control including any equipment, system or transmission link malfunction or failure.
14. Under no circumstances shall the Bank be liable to the Customer (whether in contract, tort, including negligence, strict liability or otherwise) for any indirect or consequential loss including without limitation loss of profits or contracts (whether foreseeable by the Bank or not) arising out of or related to the Customer's use of **iBiz Muamalat**.
15. This Agreement constitutes the entire agreement between the Bank and the Customer relating to the use of **iBiz Muamalat**, but any other agreement with the Bank by means other than **iBiz Muamalat** shall be unaffected. Each of the provisions of this Agreement is severable and distinct from the others and, if one or more of them is or becomes illegal, invalid or unenforceable, the remainder shall not be affected in any way.
16. The Customer shall indemnify and hereby indemnifies and keeps indemnified the Bank against any demands, claims, losses, or damage which the Bank may suffer or incur arising out of any of the events stated : -
 - i. any loss or damage suffered by the Bank as a result of the breach of any term or condition in this Agreement by the Customer or arising out of or in relation to the Bank agreeing to provide the Customer with the Services; or

- ii. for any loss or damage suffered by the Bank as a result of the Customer gaining unauthorised access into or sabotaging or injecting or transmitting any virus into or hacking or modifying the system of the Bank or do any act or thing which places the system of the Bank in jeopardy in any way;
17. The Bank reserves the right to change and / or add to the terms and conditions contained in this Agreement, including the contents of the **iBiz Muamalat** User Guide, on thirty (30) days' notice to the Customer or a shorter period if the Bank is of the reasonable opinion that a shorter period of notice is necessary for the effective operation and use of **iBiz Muamalat**. If the Customer objects to any change, the Customer may terminate this Agreement by giving written notice prior to the effective date of the change.
18. Either the Bank or the Customer may terminate this Agreement on thirty (30) days' notice to the other provided that the Bank shall be entitled to terminate this Agreement immediately in the event of a material breach of it by the Customer or upon closure of any or all of the Customer's account(s) with the Bank. Upon termination for any reason the Customer's license to use the **iBiz Muamalat** Materials shall cease forthwith and the Customer shall immediately return to the Bank the **iBiz Muamalat** Materials, including all copies thereof, erase the contents of any **iBiz Muamalat** software held on hard or floppy disk, return all Smartcards issued to the Customer and destroy all other Passwords.
19. The parties agree not to contest the validity or enforceability of messages including Customer Instructions transmitted electronically between the parties as part of the provision and use of **iBiz Muamalat** Services under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the person to be bound thereby. Any messages, if introduced as evidence on paper in any judicial or other proceedings, will be admissible as between the parties to the same extent and under the same conditions as other records are maintained in documentary form and the parties shall not bring into question the admissibility as evidence of messages exchanged and stored on the basis of this Agreement.
20. Any matter or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereto submit to the non-exclusive jurisdiction of the Courts of Malaysia.
21. For the purpose of operations through the **iBiz Muamalat** Service, Rules and Regulations and Terms and Conditions governing existing banking products will continue to apply unless specified otherwise in these Terms and Conditions or the **iBiz Muamalat** User Guide or both.