

i-RAKYAT TERMS AND CONDITIONS

THE ACCESS AND USE OF I-RAKYAT INTERNET BANKING SERVICES IS SUBJECT TO THE AGREEMENT BY THE CUSTOMER TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS

1. Definitions

1.1 The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires :-

“Accounts”

means any one or more of the Customer’s savings, current, financing, investment or any other accounts which the Customer has or may have with the Bank and which may be accessed through the Banking Internet Services at any time and from time.

“Bank”

means Bank Kerjasama Rakyat Malaysia Berhad, a co-operative society registered under the Co-operative Societies Act, 1993 with its registered office at 35th Floor, Bangunan Berkembar Bank Rakyat, No. 33 Jalan Travers, 50470 Kuala Lumpur and business address at 15th Floor, Bangunan Berkembar Bank Rakyat, No. 33 Jalan Travers 50470 Kuala Lumpur and includes its successors-in-title and assigns.

“Bank Negara Malaysia”

means the Central Bank of Malaysia, a body established under the Central Bank of Malaysia Act, 1958

“Beneficiary”

means any other third party that maintains an account with the Bank a payee corporation and/or such other third party banks as may be approved by the Bank from time to time including but not limited to the Customer’s employees who are designated by the Customer to receive any payments to an Instruction given by the Customer to the Bank.

“ATM Card”

means the “Automated Teller Machine Card” issued by the Bank inclusive of Kad Rakyat and Kad COOP or any other card ties to respective accounts determined by the Bank from time to time.

“Bill Payment Service”

means the payment of Bills which may be made by the Customer to the Service Providers through the Internet Banking Services.

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“Business Day”

means any day from Monday to Friday on which the Bank is opened for business in Kuala Lumpur excluding public holidays.

“Cheque”

means a cheque or a bill of exchange as defined in the Bills Of Exchange Act 1949 namely, banker’s cheque, money order, demand draft, bank draft and/or other forms of payment order.

“Clearing House”

means the organization or authority responsible for the centralized processing and clearing of cheque and/or similar instruments.

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means the organization or authority responsible for the centralized processing and clearing of cheque and/or similar instruments.

“Cheque Clearing Services”

means the cheque collection and clearing services offered by the Bank from time to time.

“Communications”

means communications between the Bank and Customer such as enquiries, advices and instructions.

“Correspondent”

means another financial institution appointed by the Bank to effect or complete a remittance transaction.

“Customer”

means the person in whose name the Accounts are opened and maintained with the Bank and includes such person’s heirs, personal representatives and successors-in-title.

“Digital Certificate”

means an electronic attachment to an electronic message used for security purposes.

“Equipment”

means several items of equipment described in **Clause 5** to be acquired by the Customer which are necessary in order to operate the Services.

“Expiry Date”

means a date which is six (6) months from the date of the cheque or such other date after which the Bank or the drawee or paying bank (if it is not the Bank) of the Cheque will not honor the payment of the Cheque for any reason.

“Force Majeure”

means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing System, sabotage, fire, flood explosion, acts of God, civil commotion, riots, strikes or industrial action of any kind, insurrection, war or acts of government, internet connection failures, electronic virus attack and data corruption.

“Instruction”

means any request, instruction, application and authorization pertaining to the Service and/or the Account(s), communicated via Service based on the use of the Password and/or security codes and which Instructions shall be in the formats approved by the Bank and be taken to include instructions in the form of files containing multiple instructions relating to several transactions;

“Internet Banking Services”

means the banking products and services provided by the Bank which allows the Customer to perform banking transactions over the Internet upon these Terms and Conditions with the use of a personal computer terminal, modem and

Security Codes and includes all products and services as may be supplemented, varied or withdrawn by the Bank at any time and from time to time.

“IP Rights”

means any or all rights (by whatever name or term known or designated) in tangible or intangible intellectual or industrial property including patents, trade names, service marks, trademarks, design rights, copyright (including rights in computer software and database), know-how, trade secrets, right in database and other similar rights or obligations whether registrable or not in any country.

“Network Service Provider”

means any Internet service provider or commercial online service provider providing connection to the Internet.

“Public Authority”

means a government, a minister of a government, a government department, a statutory corporation or a semi-government or judicial entity.

“Password”

means unique string of characters chosen by Customer and known only to Customer and the Bank computer system, which must be keyed in by the Customer to enable the Bank’s computer system to authenticate the Customer’s User ID before granting the Customer access to the Internet Banking Services.

“Relevant Agreements” means all of the following:

- (a) this agreement;
- (b) any policy statement or certificate relating to the provision of any Services;
- (c) each Registration Form;
- (d) any addendum or other supplemental agreement agreed between the Bank and the Customer varying the terms of this agreement, and includes any variation from time to time of any of the above published by the Bank and notified to Customer in accordance with **Clause 27** (Notice Clause).

“Remittance” or “e-remittance”

means the transfer of funds by way of Cashier’s orders, Demand Draft and Telegraphic Transfers and includes any other means whereby funds may be transferred by the Bank to another financial institution or third party.

“Ringgit Malaysia or RM”

means the lawful currency of Malaysia.

“E-Saving Account”

means savings account which is opened and operated via internet banking services.

“Security Codes”

means the security codes which will identify and verify the Customer when the Customer access and utilises the Internet Banking Services comprising of the Password, User ID and includes any other security codes as the Bank may issue at any time and from time to time.

“Service”

means the electronic banking services mentioned in Clause 7, offered by the Bank as set out in the Manual and which services or any part thereof may be improved, increased, varied, replaced or withdrawn by the Bank at any time and from time to time as the Bank may in its absolute discretion deem fit;

“Service Providers”

means the companies or corporations which are approved by the Bank and whose Bills may be paid by the Customer through the Internet Banking Services and includes any company or corporation included or substituted by the Bank at its absolute discretion at any time and from time to time.

“System Materials”

means all User Guides, Service Descriptions, Software, hardware, Electronic Keys, Card Readers, Digital Certificates and all other equipment or materials or documentation on any media which may be provided by the Bank directly or through the Bank’s supplier to Customer in connection with the use or provision of any Service.

“Security Procedures”

means the security measures and procedures set out in User Guides and/or service supplements and any other instructions the Bank may give; and also prescribed and/or adopted by the Bank to verify the origination of communication, from time to time.

“Service Supplement”

means in respect of any Services selected by Customer from time to time, the Bank’s terms and conditions governing such Services.

“Terms and Conditions”

means these terms and conditions governing the use of the Internet Banking Services and includes any amendments, additions, variations or deletions made at any time and from time to time and shall refer to the terms and conditions prevailing at that time.

“Transaction Record”

means any transaction performed by Customer via the Bank Internet Banking Services.

“Third Party Accounts”

means any one or more of the accounts of third parties opened and maintained at the Bank to which the Customer wishes to make fund transfers.

“T-PIN”

means the acronym for “Temporary Personal Identification Number” which is temporary code created by the Customer via registration at Bank’s Automated Teller Machine or any other medium prescribe by the Bank from time to time, to enable the Customer to authorize access to the Internet Banking System. The T-PIN must be affected by registration with the Bank Internet Banking System within 24 hours after it was received.

“T, T+1 or T+2”

means in the context of processing “T” would refer to the day, the transaction/s being approved and send via i-Rakyat before the respective Product/Channels Cutoff time (which be determine by the Bank from time to time as deem fit). “T+1” means, processing time would requires 1 day extra needed and agreed for processing to be executed and completed by the Bank (Working Days). “T+2” means, processing time would requires 2 days extra needed and agreed for processing to be executed and completed by the Bank (Working Days).

“User ID”

means a name created by the Customer which must be keyed in by the Customer to enable the Bank’s computer system to associate the Customer with the Customer’s user profile and Accounts. It also an unique identification allocated to or selected by Customer in relation to one or more of the Services

and as further specified in the User Guide for such Services whether in the form of a password, PIN or other form of personal identification, or any combination of any of them.

“Website”

means in the context of any Report and / or Services made available to Customer through the internet, the internet platform and/or website through or on which any such Report and /or Service is so provided. In particular it refers to web address of www.irakyat.com.my or any other website address which will be notified by the Bank from time to time.

1.2 Interpretation

- (a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine gender and neuter gender and vice versa.
- (b) Where there are Two (2) or more persons comprised in the term “the Customer”, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.
- (c) In the event there is any conflict in the interpretation of these Terms and Conditions and any translation of these Terms and Conditions in any other language, the English version of these Terms and Conditions shall prevail.
- (d) All references to provisions of statutes include subsidiary legislation and all modifications, recertification and re-enactment of or to such statutes and subsidiary legislations from time to time and for the time being in force.
- (e) 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 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.
- (f) 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.

2. Application for subscription of the Internet Banking Services

2.1 To be eligible to subscribe for the Internet Banking Services, the Customer:-

- (a) must be Eighteen (18) years of age and above; and
- (b) must have one or more existing Accounts with the Bank; and
- (c) must have an active KadATM or Debit Card or Credit Card (If a user has all the three cards, user can only use active KadATM to obtain T-PIN and if user have Debit or Credit Card, user may choose either Debit Card or Credit Card to obtain T-PIN)
- (d) however, Customer's who do not have any cards with Bank, but they have any other account (Ar-Rahnu or financing account) they also may call Bank Rakyat's Contact Centre to register via temporary ID.
- (e) the Accounts which the Customer intends to link to the Internet Banking Services are those which can be operated at least by One (1) signatory.

2.2 The Bank has the sole and absolute discretion to accept or reject the Customer's application without having to disclose its reason for doing so or to respond to any request for information.

3. Terms and Conditions

3.1 The Customer acknowledges and accepts that by using the Bank Internet Banking Services indicates the Customer acceptance of these Terms & Conditions and the Privacy and Security Statement. These are the current Terms & Conditions for Bank's Internet Banking Services. These shall replace any other terms of use for Bank's Internet Banking Services published on the website to date. The Bank may at any time vary the Terms & Conditions by publishing the varied Terms & Conditions on this website for twenty one (21) days prior to its enforcement. The Customer accepts that by doing this, the Bank has provided the Customer with sufficient notice of the variation.

3.2 These Terms and Conditions shall be read together with the terms, conditions, rules and regulations governing and regulating the Accounts. If there is any inconsistency between the terms, conditions, rules or regulations of the Accounts and these Terms and Conditions, these Terms and Conditions shall prevail.

4. Acceptance of Terms and Conditions

4.1 The Customer agrees that any registration or use of the Internet Banking Services or any part thereof by the Customer constitutes the agreement to and receipt of these Terms and Conditions as well as the acknowledgment and acceptance by the Customer of the inherent risks associated with carrying out transactions through the Internet.

4.2 Where there are any changes to any of these Terms and Conditions, and/or the Internet Banking Services and/or the scope thereof, the continued use of the Internet Banking Services shall be deemed as acceptance and receipt by the Customer of the

changes in these Terms and Conditions, and/or the Internet Banking Services and/or the scope thereof.

4.3 Where the Bank offers new or additional products or services, the acceptance by the Customer of such new or additional products or services in the manner prescribed by the Bank and use of such products or services shall be on these Terms and Conditions and such other additional terms and conditions (if any) as may be prescribed by the Bank.

4.4 The Customers hereby agree to properly maintain and comply with the relevant Account Terms and any other rules and/or regulations governing their Account(s).

4.5 The Customers are prohibited to perform any non-Shariah compliant transaction via iRakyat.

5. Equipment, Software and Network Access

5.1 The Customer is responsible for the installation, operation, maintenance, security, costs and expenses of the Customer's computer terminal, related software (including the Internet browser software) and hardware used to access the Internet Banking Services and to ensure that the computer terminal and related software and hardware meet the minimum requirements specified by the Bank at any time and from time to time.

5.2 The Customer's access to the Internet Banking Services through a Network Service Provider and other relevant third parties may be subject to payment of fees and charges and compliance with terms and conditions as may be stipulated by the Network Service Provider and such other third parties and the Customer shall make such payments and comply with such terms and conditions at the Customer's sole cost and expense.

5.3 The Bank is not responsible for any losses, damages or expenses whatsoever and howsoever which may be incurred or suffered by the Customer arising from the non-compliance of any of the above matters.

6. Access to the Internet Banking Services and Responsibility over the User ID and Password.

6.1 The Customer will be required to create an Internet Banking T-PIN via the Customer's ATM before the Customer can logon to the Internet Banking Services. The Customer will be required to choose a User ID and Password and disclose such other personal and financial information as the Bank may require before the Customer may proceed to access the Internet Banking Services. As

soon as the Customer receives on-screen confirmation of the Customer's User ID and Password, the Customer's access to the Internet Banking Services will be activated.

- 6.2 For subsequent access to the Internet Banking Services, the Customer will be required to key in the User ID and Password.
- 6.3 The User ID and Password shall only be used by the Customer of the Bank's Internet Banking Service to whom the User ID and Password is registered to.
- 6.4 The Customer shall:
- (i) at all times keep its User ID and Password confidential and shall not share or disclose its User ID and Password to any person whatsoever (including any employee of the Bank);
 - (ii) observe all security measures as may be prescribed by the Bank in relation to the Customer's User ID and Password from time to time;
 - (iii) take all reasonable precautions necessary to ensure that no other persons have or will be granted access to its User ID and Password including among others, committing the User ID and Password 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 User ID and Password upon access to the Internet Banking Service and ensuring the proper log off from the Internet Banking Service upon completion of use;
 - (iv) be responsible for all access and/or use of the Bank's Internet Banking Service made via the Customer's User ID and Password whether it was in fact made by the Customer or by any other person(s) purporting to be the Customer; and
 - (v) 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; and
 - (vi) notify the Bank immediately, if the Customer has any reason to believe that its User ID and Password have been misused and/or compromised in any way;
- 6.5 the Customer acknowledges and agrees that the Bank may, suspend or restrict the Customer's access until new User ID and Password are created or otherwise until such time as may be specified by the Bank at its sole discretion.

- 6.6 the Customer also acknowledges and agrees that the Bank may suspend or restrict the Customer access whenever the Customer breaches any term, condition or provision of these Term and Condition until such breach is being rectified or there is any reason to believe that the Customer breaches any legal, regulatory or other authority or body relevant hereto;
- 6.7 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of the Customer's User ID and Password is due to the Customer's deliberate actions, fraud, disclosure, abuse or misuse and mistakes or negligence resulting the loss of monies the Customer shall be liable for such use even if a notification is made pursuant to the above.

7. Internet Banking Services

Upon activation of the Internet Banking Services and subject to the Accounts being maintained in a satisfactory manner, the Customer will be able to access the following banking services :-

- 7.1 Account Information :-
- (a) obtain account transaction summaries, balances and information;
 - (b) request for current date transactions, transaction histories, account summaries and statement of accounts.
- 7.2 Funds Transfer :-
- (a) transfer of funds between the Customer's Accounts;
 - (b) transfer of funds from the Customer's Accounts to Third Party Accounts;
 - (c) create and manage funds transfer schedules;
 - (d) request for funds transfer histories.
- 7.3 Bill Payment Service :-
- (a) pay Bills to Service Providers;
 - (b) create and manage bill payment schedules;
 - (c) request for bill payment histories.
- 7.4 Financing :-
- (a) obtain financing details;
 - (b) create and manage financing repayment schedules;
 - (c) request for transaction histories;
 - (d) request for financing repayment histories.
- 7.5 e-Remittance:-
- (a) The application for the service provided by the bank is available to all individual aged 18 and above.

- (b) The Bank or any of its correspondents or agents shall not be held liable for any omission or delay which may happen in the transmission of the message, or for any mistake from misinterpretation when received. In case of cancellation of remittance, refund is to be made only on the amount actually received from the correspondents, and at the buying rate of the Bank on the refund date. All charges, stamp duty and commission collected are not refundable.
- (c) The Bank shall not be liable for the non-shariah compliant purposes of remittance that are beyond Bank Rakyat's control.
- (d) Receiving of funds is a minimum of three (3) working days.
- (e) The maximum amount per transaction will be based on the bank's regulation (i.e.: in USD equivalent to RM 10,000).
- (f) The customer must ensure to make a clear purpose of payment to the beneficiaries as required by the banks.
- (g) The operation time for this service is from 9.00am until 5.00pm only.
- (h) The Bank reserves the right without any liability or obligation whatsoever, at any time to alter, vary, replace, suspend or terminate the service without giving any prior notice.
- (i) All the terms and conditions governing the operations shall apply.

7.6 e-Saving

- (a) All applications to open the account must be made in person on the electronic forms provided by the Bank.
- (b) The acceptance and continuance of the account shall be entirely at the absolute discretion of the Bank.
- (c) The applicant shall comply with all the Bank requirements to open the account.
- (d) The Bank reserves the right to stipulate and vary, from time to time, the minimum amount of initial deposit required to open the account.
- (e) The account holders are required to maintain a minimum deposit as specified by the Bank.
- (f) The operation of the account shall be made through statements.
- (g) Any forms or receipts signed by the account holder and any transactions electronically confirmed, validated and effected by the account holder in relation to any transaction or matter under account.

7.7 Customer Services :-

- (a) request for saving, investment, financing and dividend rates;
- (b) cancellation of ATM cards;
- (c) report on lost or stolen ATM cards;
- (d) obtain feedback.

7.8 Alert Services :-

7.8.1 My Profile :-

(a) change of address, Password or other particulars.

7.8.2 My Preferences :-

(a) create or change salutation, greetings and welcome page;

(b) request for financial rates and description of favourite transactions.

8. Availability of Internet Banking Services

8.1 The Internet Banking Services are available Seven (7) days a week, 24 hours per day (except services of which the Bank specifies its operating hours from time to time). However, the Customer acknowledges that at times part or all of the Internet Banking Services may not be accessible due to system maintenance or for any reason beyond the control of the Bank. Notwithstanding the above, the Customer acknowledges that the Bank does not warrant that the Internet Banking Services will be available at all times.

8.2 In the event that the Internet Banking Services are not available, the Customer may carry out transactions at any of the Bank's branches.

9. Authorisation

9.1 The Customer authorises the Bank to comply with all instructions given by the Customer on transactions carried out through the Internet Banking Services including but not limited to withdrawal, transfer or otherwise dealing with any or all of the Customer's funds in any of the Customer's Accounts and the delivery, disposal of or deal with any of the securities, assets or other properties which are pledged, charged, assigned or mortgaged by the Customer, in such manner and standard of practices, reasonable in the conduct of banking business.

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10. Instructions

10.1 All transactions carried out through the Security Codes shall be deemed irrevocable instructions and authorizations given by the Customer to the Bank, and the Bank shall be and is hereby authorised to rely upon and act in accordance with the instructions given by or on behalf of the Customer without inquiry on the part of the Bank as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions, and that the Bank shall be in no way responsible for any misuse or unauthorised use of messages or instructions given to the Bank. Notwithstanding that a transaction may be disputed by the Customer for any reason whatsoever including the reason that the person who gave the instructions was not the Customer, the Bank shall be entitled to treat such instruction as binding upon the Customer and the Bank shall be entitled to take such steps or action in connection with or in reliance upon such instructions. The Bank shall not be held liable for any losses, damages or expenses which may be incurred or suffered by the Customer or anyone else for complying with such instructions.

10.2 The Customer shall ensure and warrant that the instructions issued are complete, accurate and correct.

10.3 Once issued or transmitted, such instructions shall be irreversible and shall be conclusive evidence that the instructions came from the Customer.

10.4 The Bank shall be entitled to debit the Customer's Accounts immediately on completion of any transaction instructed by the Customer.

10.5 The Customer may issue instructions to cancel, revoke, reverse or amend the Customer's earlier instruction and the Bank is only obliged to comply with the subsequent instruction provided that the earlier instruction has not been processed by the Bank.

10.6 Any instructions transmitted or received by the Bank after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for processing instructions and transactions may be varied by the Bank at any time and from time to time at its absolute discretion with or without prior notice to the Customer.

10.7 The Customer shall review the transaction records of transactions initiated by the Customer through the Internet Banking Services regularly.

10.8 If the Customer has reason to believe that an instruction has not been accurately or completely received by the Bank, the Customer shall inform the Bank by telephone immediately and in any case not later than Twenty-Four (24) hours after transmission of the relevant instruction by the Customer.

10.9 The Bank shall not be held liable for any mutilation, interruption, omission, deletion, error, delay, non-receipt or misinterpretation of the Customer's instructions.

10.10 The Bank may at its sole discretion, refuse to comply with the Customer's instructions if they are inconsistent with the Bank's policy, rules or regulations in force for the time being or for any other reason at the Bank's absolute discretion.

11. Availability of Funds

11.1 The Customer agrees and accepts that the Bank reserves the right to impose such limits and conditions to all the transactions performed by the Customer through the Internet Banking Services as the Bank deems fit from time to time. The Customer further agrees and accepts that the Customer's transactions is limited to such maximum daily limit that may imposed by the Bank from time to time. The Customer shall ensure that the limit shall be observed.

11.2 In the event that the Customer's account is overdrawn for any reason whatsoever including but not limited to the exercise by the Bank of its right of set-off or

as a result of the Bank executing the Customer's instructions, the Customer shall on demand pay to the Bank the amount of moneys overdrawn and until such payment, the Customer shall abstain from performing any other transaction in the Customer's account through the Bank Services or otherwise.

12. Account Information

12.1 The Bank does not warrant the accuracy of any information regarding the Customer's Accounts, Third Party Accounts or transactions as reported through the Internet Banking Services. The Customer acknowledges that for transactions which have not been verified or processed by the Bank may not appear in the Customer's and/or Third Party's account information including balance information. The Customer agrees that the information reported through the Internet Banking Services shall not for any purpose be conclusive of the state of the relevant Account or Third Party Account.

12.2 The Bank will issue written statements for the Accounts in accordance with the terms and conditions for the relevant Accounts which will include transactions effected through the Internet Banking Services. Such statements of accounts shall be binding and conclusive evidence of such transactions carried out by the Customer.

13. Funds Transfer

13.1 The Customer may transfer funds between the Customer's Accounts or transfer funds from any of the Customer's Accounts to Third Party Accounts subject to such limits and conditions on each transaction as may be imposed and/or revised by the Bank at its absolute discretion at any time and from time to time.

14. Bill Payment Service

14.1 The Bank may at any time and from time to time, and with or without prior notice to the Customer, amend its list of Service Providers, or vary the scope of, or withdraw the Bill Payment Service in whole or in part, without assigning any reason and the Customer agrees that the Bank shall not be liable for any losses, damages or expenses which may be incurred or suffered by the Customer or any third party as a result of such action by the Bank.

14.2 The Customer acknowledges that each of the Service Providers may have different terms and requirements as to the procedures of settling their Bills. The Customer shall comply with such terms, requirements and procedures of the Service Providers including all variations thereto as may be in effect at any time and from time to time.

14.3 The Customer may only use the Bill Payment Service to settle outstanding Bills with the Service Providers and shall not use the Bill Payment Service to pay deposits, disconnection fees, reconnection fees, late payment interest, legal fees or other fees and charges imposed or levied by the Service Providers.

14.4 The Customer's Accounts shall be debited immediately upon payment instructions being received by the Bank through the Bill Payment Service.

14.5 The customer may pay bill subject to such limits and conditions on each transaction as may be imposed and/or revised by the Bank at its absolute discretion at any time and from time to time.

14.6 The Customer shall inform the Bank within Fourteen (14) days if and when there are any changes in the Customer's reference or particulars registered with the Service Providers.

14.7 The Customer may terminate the use of the Bill Payment Service upon giving the Bank Fourteen (14) days notice under Clause 25.

14.8 The Customer shall allow at least three (3) working 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 Customers and update their records.

14.9 The Customer shall accept the Bank's record of transactions processed by the use of the Bill Payment Service as being conclusive and binding for all purposes whatsoever.

14.10 Where the Customer's Accounts have been debited for the Bills but the Bank has not forwarded the payments to the Service Providers on the due dates for any reason beyond the control of the Bank, the Customer shall be responsible for whatsoever losses, damages or expenses arising from such late payment.

15. Remittance

15.1 All Remittances including E-remittance are sent entirely at the Customer's risk. The Customer shall also be liable for all charges, which may be levied by the Correspondent, or any other party in relation thereto and for any loss consequences arising out of such levy.

15.2 Neither the Bank nor the Correspondent shall be liable for any loss, damage or other consequences due to:

- (a) Errors, delay or defaults of any kind in the transmission or delivery of any order, draft, messages or instructions by mail, telegraph or cable or otherwise; or

- (b) The failure to locate or error in identifying the named payee or from refusal or inability of the drawee to effect payment by reason of any law, act or decree of any government; or
- (c) Charges levied by any person other than the Bank; or
- (d) Any other cause whatsoever beyond the control of the Bank or the Correspondent.

15.3 Foreign Remittance

- (a) 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. The Bank 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. ANY instructions issued shall be irreversible. The Bank shall not be liable to the Customer for any loss incurred as a result of any fluctuation in the rate of exchange.
- (b) The issuance of any foreign remittances shall also be subject to the Exchange Control Regulations and guidelines issued by Bank Negara Malaysia for the time being in force.

16. Fees and Charges

16.1 The Bank shall be entitled to levy, impose, increase and/or vary service or transaction fees and other charges for the Internet Banking Services utilised by the Customer from time to time subject to the Bank having given twenty one (21) days prior to the effective date of implementation of such variation, in the manner mentioned in Clause 27 herein.

16.2 All information including but not limited to service or transaction fees and other charges quoted or provided by the Bank are for indication purposes only. The actual amount of service or transaction fees and other charges that shall apply for a particular transaction can only be determined at the time the relevant transaction is entered into.

16.3 Notwithstanding the imposition of such service or transaction fees and other charges, transactions carried out through the Accounts shall be charged the usual fees and charges.

16.4 The Customer shall be solely responsible to pay all fees and charges imposed by the Network Service Provider and other relevant third parties and all other costs and expenses in assessing, connecting to and using the Internet Banking Services.

16.5 The Bank reserves the right to debit the Customer's Accounts for the purpose of collecting the service or transaction fees and other charges for the Internet Banking

Services as well as any Government charges or taxes payable for the use of the Internet Banking Services.

16.6 Subject to the Account Terms, the Customer acknowledge that the Bank reserves the right to debit the Customer relevant Account(s) for any Government charges, stamp duties or taxes payable as a result of the use of the Internet Banking Services.

17. International Use

17.1 The use of the Internet Banking Services outside of Malaysia is subject to 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. The maximum or minimum amount of transaction and the purpose for which it is affected may be determined by Bank Negara Malaysia, the Bank and/or the laws and regulations of the country in which the transaction is effected or requested. The Customer hereby agrees that they are using the Internet Banking Services at own initiative and are responsible for their compliance with local laws.

18. The Customer's Other Responsibilities

18.1 The Customer should adhere to the following security procedures at all times:-

- (a) to ensure that the user id and password stay secret. The Customer should not disclose to anyone, not even to their joint accountholder, or the Bank employees / Helpdesk. If the Customer feels that their user id and password is known to someone else, the Customer should immediately change their password or call Bank Call Centre at 1-300-88-1BANK(2265) (local) or 603-2117 9000 (overseas) during office hours. Monday to Friday from 07.30am to 21.30pm and on Saturday from 08.30am to 17.30pm as soon as possible.
- (b) take all precautions to ensure and prevent unauthorised or fraudulent use of the Internet Banking Services or any part thereof or the Security Codes;
- (c) keep the Security Codes secret and not let the same be accessible to any person (including the employees of the Bank) under any circumstances and at any time;
- (d) observe all security measures prescribed by the Bank concerning the Security Codes or generally in respect of the use of the Internet Banking Services;

- (e) destroy the Security Codes upon termination of the Internet Banking Services;
- (f) immediately inform the Bank in writing in the event of any losses, theft or damage to the Security Codes and until and unless the Security Codes are replaced, the Bank will not accept any instructions after receipt of such notification;
- (h) immediately change the User ID and Password if the Security Codes are exposed or suspected to be exposed to any person and the Bank shall not be held responsible or liable for any losses, damages or expenses which may be incurred or suffered in such circumstances;
- (i) monitor the Accounts regularly and verify that there are cleared and sufficient funds in the Accounts before performing any required transactions;
- (j) immediately inform the Bank of any inaccuracy or irregularity in any of the Accounts; and
- (k) at all times maintain such minimum balance in the Accounts as may be required by the Bank, and in the event that any of balances falls below the requisite minimum balance, the Bank may at its absolute discretion impose a penalty, suspend or terminate the utilisation by the Customer of the Internet Banking Services.
- (l) The Customer should not let anyone else to operate on behalf of the Customer, or leave the computer unattended whilst the Customer are logged on to the Internet Banking Service. The Bank shall not be liable to any loss or damage (including without limitation any loss of funds) incurred or suffered by the Customer or any other party in the event any or all of the Customer's information or funds are accessed, used or howsoever otherwise dealt with the third parties under the Internet Banking Service.
- (m) The Customers are also responsible for their own personal computer antivirus, firewalls and security measures to prevent any unauthorized access to the Customer transactions and accounts via the Internet Banking Service. The Customers are advised to follow any other security regulations/procedures that may be prescribed by the Bank from time to time whether in the website or by any medium of notification as prescribe in **Clause 27**.
- (n) The Customer are also advised to periodically check their account(s) balances at appropriate length of time subsequent to the transaction performed and to let the Bank knows of any irregularity or error.

18.2 In case of joint account holders, only joint account holders with single signatory can use the Internet Banking Services for all transactions with either one of the account holders may issue instructions and authorise the Bank to effect any transaction on a joint account. All transactions arising from the use of the Security Codes to operate the joint account shall be binding on all account holders who shall be jointly and severally liable on all transactions. The mandate of a joint account holder shall not be revoked and / or changed until and unless the joint account holder whose mandate is to be revoked and/or change surrenders his Security Codes to the Bank and a fresh written mandate shall be given to the Bank, duly attested by all joint account holders.

19. Disclaimer by the Bank and Liabilities

19.1 The Bank does not make any express or implied warranties or representations, including but not limited to any warranties of title, non-infringement, merchantability, reliability and/or fitness for purpose in respect of the Internet Banking Services, the material, information and/or functions therein and expressly disclaims liability for errors or omissions in such materials, information and/or functions. No oral or written recommendation, statement or opinion given by the Bank, its servants or agents shall create a warranty in any way or increase the scope of this warranty. The Customer acknowledges that all transactions made through the Internet Banking Services are done at the sole risk and responsibility and in reliance upon the Customer's own judgment and not upon any recommendation, statement or advice given by the Bank, and the Customer shall seek independent professional advice and obtain independent verification of the materials, information and/or functions provided herein.

19.2 The Bank does not warrant or represent that access to the Internet Banking Services will be uninterrupted, or free from errors, or that any identified error will be corrected, or that there will be no delays, failures, errors, or losses of data or funds, or that no viruses or other contaminating or destructive properties will be transmitted, or that no damage will occur to the Customer's computer system.

19.3 If the Customer views contents of a third party website via a link to the Internet Banking Services, the Customer shall do so at the Customer's own risk. The Bank is not liable for and does not warrant or represent the accuracy of any information contained on those sites and the links provided to the third party websites is not considered endorsement by the Bank of such linked websites or the contents therein.

19.4 The Bank shall not be liable to the Customer or any third party for any losses, damages or expenses which may be incurred or suffered whether in contract, tort, negligence or any other basis, including but not limited to direct or indirect, consequential or economic losses or damages, arising from the access or use or inability to access or use of the Internet Banking Services in any manner whatsoever to the fullest extent permitted by law.

19.5 The Customer shall be liable and responsible without any limit for any losses, damages or expenses which may be incurred or suffered for all unauthorised transactions made through the use of the Security Codes until such time when the Bank has received from the Customer written notification to suspend or terminate the

utilisation of the Internet Banking Services as well as any losses, damages or expenses which may be incurred or suffered by the Bank as a result of any breach or failure by the Customer to comply with any of the Terms and Conditions.

19.6 Subject to the provisions herein, the Bank's sole and entire liability to the Customer in contract or tort or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

19.7 The Customer acknowledges and agrees to waive their rights to claim any loss or damage incurred or suffered by the Customer or any other person from the Bank as a consequence of using the Internet Banking Services, arising from including but not limited to any of the following:

- a) Any incorrect description or other errors (including incorrect name(s) or account number(s) or amount of the transaction) in any instructions issued to the Bank; or
- b) Transaction which cannot be effected or performed through the Internet Banking Services for any reason whatsoever including insufficient funds, any failure, error, defect or interruption of the Internet Banking Services whether arising from breakdown of communication, damage, destruction, mechanical or electronic or electrical or virus or power supply or failure of the system or strikes or industrial action or flood or earthquake or land slide or for any other reasons or events beyond the control of the Bank; or
- c) Breach of any of the Customer of its obligations under this Agreement as well as the omission of the Customer, Beneficiary, the payee corporation, system, network or service provider or any other third party; or
- d) Lack of information or the Customer's failure to provide the necessary information for the proper and complete execution of any Instructions; or
- e) The Customer's failure to furnish timely accurate and / or complete information or Instruction in connection with any transaction or the performance of such transaction; or
- f) The Beneficiary's failure to maintain relevant accounts whether with the Bank or otherwise, in order for the Bank to process the Instruction of the Customer; or
- g) Customer's failure to maintained sufficient cleared and available funds in the Customer's account and/or any other applicable accounts for the purpose the Bank to process the Instructions of the Customer; or
- h) Any failure on the Customer's part to follow the latest or current instructions, procedures, guidelines, or directions pertaining to the access and use of the Service; or
- i) Any loss, theft, or unauthorized access and/or use of the Password and/or Customer's information; or
- j) The inability to perform or execute any of the Instructions due to limits set by the Bank or any other applicable third party, from time to time;
- k) Any breakdown or malfunction of any equipment system or software used in connection with the Service including but not limited to any electronic

- terminal, server, telecommunication device, connection, system or any part of the system; or
- l) The exercise by the Bank of its rights, obligations and discretion under this Agreement; or
 - m) Any intrusion or attack by any person, hardware, software, viruses, or Trojan Horses, worms, other similar programs or routines (including hacking), other harmful components that may interfere any Website with the Service or System Materials ;or
 - n) Any delay/ failure caused by the web browser software, computer viruses or related problems attributable to the service provided by the network service provider or other software providers;
 - o) the Customer's access and/or use Service being prohibited, restricted, delayed or otherwise affected by any applicable laws and regulations of the country from where the Customer access;
 - p) Any circumstances beyond Bank's reasonable control; or
 - q) The Bank acting upon instructions sent electronically or by telephone by Customer or by reason of the Bank failing or refusing to so act if, acting in good faith, in Bank's opinion there is or are reasonable ground for such failure or refusal; or
 - r) Any damages or losses arising from unauthorized access to any Channel Service by a third party using any Electronic Keys, Customer ID, User ID or Digital Certificate; or

19.8 The consequences of any misuse by Customer of any Website or Channel and the Customer further acknowledges that each of the sub-clause herein 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 this Agreement, Relevant Agreements, Services or any part thereof;

20. Indemnity

20.1 Except due to the Bank explicit negligence; and without prejudice to any other right or remedy of the Bank, whether under this Agreement or otherwise, The Customer hereby agree to indemnify and keep Bank, its directors and employees indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of the Customer breach or violation of these Terms and Conditions or any third party rights or Customer's use or purported use of our services or due to the delay and/or failure of such services. This obligation to indemnify Bank shall survive the termination of this service.

21. Suspension or Termination of Internet Banking Services

21.1 The Bank may, at any time in its absolute discretion, suspend or terminate the Customer's access to the Internet Banking Services or any part thereof with notice without being obliged to provide any reason for the same.

21.2 The Bank will automatically terminate the Customer's right of access to the Internet Banking Services without notice if the Customer ceases to maintain any Account with the Bank which can be accessed via the Internet Banking Services, or if the Internet Banking Services have not been utilised by the Customer for such period as provided in any regulation by any regulatory body, laws and/or discretion by the Bank , or if Customer's access to any of the Accounts be suspended, restricted or prohibited by the Bank or any other third parties for any reason.

21.3 The Customer may terminate the Internet Banking Services by giving prior written notice to the Bank. The Internet Banking Services will be cancelled within Seven (7) days from the date of the Bank's receipt of the said notice. The Customer shall not use the Internet Banking Services on giving the notice of termination and the Bank shall not be obliged to affect any of the Customer's instructions received after the day of receipt of the notice of termination.

21.4 The termination of the Internet Banking Services shall not affect the liabilities and obligations of the Customer in respect of any instructions processed by the Bank on the Customer's behalf including but not limited to the prior effected transaction.

22. Proprietary Rights

22.1 The Customer acknowledges that all proprietary rights, including but not limited to title, patent, trademarks, service marks, logos and other IP rights in the Internet Banking Services shall at all times vest and remain vested with the Bank.

22.2 The Customer further acknowledges that the Security Codes shall remain the property of the Bank and are issued solely for the use of the Customer.

23. Severability and Waiver

23.1 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under any law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions of these Terms and Conditions.

23.2 The Bank's acceptance of any of the instructions, or processing of any of the instructions issued beyond the times stipulated, or any waiver by the Bank of any its rights, or any indulgence granted to the Customer shall not operate as consent to the modification of any part of these Terms and Conditions, or to prevent the Bank from enforcing any of its rights under these Terms and Conditions or the rules, regulations, terms and conditions for the Accounts.

24. Disclosure

24.1 The Customer consents to the disclosure of all information and data regarding the Customer and the Accounts available through the Internet Banking Services to all companies within the Bank's group, its related companies, agents, contractors, any regulatory authority which includes Bank Negara Malaysia (BNM), enforcement

authority including but not limited to the police & tax authorities and other service providers or companies which provide support, products or other services to the Bank, and the Customer agrees that neither the Bank nor its employees shall be responsible for any losses or damages which may be incurred or suffered by the Customer as a result of such disclosure of information and data concerning the Customer and the Accounts.

24.2 Whilst the Bank will use its best endeavours to ensure that all information and data transmitted or received using the Internet Banking Services is secured and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information and data transmitted by the Customer using the Internet Banking Services, and the Customer accepts the risk that any information and data transmitted or received using the Internet Banking Services may be accessed by unauthorised third parties and the Customer agrees not to hold the Bank liable for such unauthorised access or any losses or damages which may be incurred or suffered as a result thereof.

25. Dispute and Enquiries

25.1 The Customer may address any concerns or queries by writing to the Bank at the address stated in **Clause 27** or contacting the Bank via Bank Rakyat Contact Center (BRCC) at 603-21179000

25.2 In the event that the Customer has any complaints, or there are disputes arising from the Internet Banking Services or these Terms and Conditions, the Customer may refer the matter to the Bank in writing at the address stated in **Clause 27** specifying the nature of the complaint or dispute and the Customer and the Bank will endeavour to settle the matter amicably.

26. Governing Law and Jurisdiction

26.1 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 Services and these Terms and Conditions which cannot be resolved in the manner specified in **Clause 25** shall be referred to the Courts of Malaysia situated in Kuala Lumpur or the courts of such other competent jurisdiction as the Bank may at its absolute discretion elect to submit and the service of any legal process may be effected in any manner permitted by law.

27. Notices

27.1 All notices to the Customer concerning the Internet Banking Services or required under these Terms and Conditions will be given to the Customer in any of the following manner:-

- (a) by ordinary post to the Customer's last known address in the Bank's records and such notification shall be deemed received after Three (3) Business Days from the date of posting; or
- (b) by electronic mail to the Customer's last known e-mail address in the Bank's records and such notification shall be deemed received after Twenty-Four (24) hours from the time of transmission; or
- (c) by displaying notices in any of the Bank's premises or branches or website; or
- (d) by advertisement made once in any national newspapers in the English language or national language; or
- (e) by inserting a notice in the Bank's statement of accounts sent to the Customer's last known address in the Bank's records be deemed received after Three (3) Business Days from the date of posting; or
- (f) by broadcasting a message on the Bank's Internet Banking information website; or
- (g) if notified to the Customer in any other manner agreed by an earlier instruction of the Customer.

27.2 All notices to the Bank concerning the Internet Banking Services or required under these Terms and Conditions shall be in writing, signed by the Customer and sent to the Bank at the following address or in such other manner as the Bank may notify the Customer in writing from time to time :-

15th Floor, Bangunan Berkembar Bank Rakyat,
No. 33 Jalan Travers 50470
Kuala Lumpur

27.3 For avoidance of doubt, all such notification shall be deemed effective after twenty one (21) days from the date of such notice been issued or any other date specifically mentioned in such notice;

28. Customer's Confidentiality

28.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon the Bank under the Development Financial Institution Act 2002 and undertake not to do or cause to be done any act or omission which may cause the Bank to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of the Terms and Conditions herein.

28.2 Should the Customer received any data and information through the Bank's Internet Banking Services which is not intended for the Customer's computer system, the Customer shall promptly notify the Bank by telephone immediately and in any case not later than twelve (12) hours thereof.

29. Personal Data Protection Act 2010 (PDPA)

29.1 The Bank collects and processes the Customer Personal Data (including Sensitive Personal Data) and other information (collectively, "Personal Data") in order to

provide the Customer with the Bank's products and services (collectively, "the Products"). The Bank may collect these Personal Data direct from the Customer (e.g. when the Customer fill in an application form to sign up for services and/or products or visiting the Bank's website) or obtain from analysis of the Customer financial transactions and/or from other authorised third party(ies). The personal data that we collect and process may include Name, company name ,job title , Contact information including address, phone numbers, email address, Demographic information such as postcode, preferences ,interests; Personal/financial information such as EA forms, date of birth, age, identity card number, monthly income, payment and financial history; Other information relevant to the Products

In addition, the Bank may also collect Customer's sensitive personal data when the Customer applies for certain products which require the same. Sensitive personal data refers to data relating to your physical and mental health, political opinions, and religion. If the Bank need to collect or process your sensitive personal data, the Bank will obtain the Customer explicit consent. Please note that at times the Bank may collect personal data of non-customers from the Customer (e.g. your spouse or guarantor) when the Customer apply for certain products and services. If the Customer provides the Bank with such personal data, the Customer is required to obtain their consent for the Bank to process their personal data prior to providing us with their personal data.

29.2.The personal data will be processed by the Bank and/or Bank's authorised agents for the following purposes of communication; rendering the Bank or its Subsidiary services; processing transaction; maintaining account and facilities; verification of financial standing ; responding to inquiries or complaints ; offers for contest participation; special activities ; conducting market and trends surveys and analysis; fulfillment of any regulatory / legal requirements / applicable laws; other legitimate banking business activities; such other purposes as set out in the General Terms and Conditions of the Products and, if applicable, Campaign Terms and Conditions.

Please note that refusal of consent the Customer's process any of personal data mentioned above, shall render the Bank not be able to provide any of its services and grant the Bank absolute right to recall and/or terminate all Customer facilities with the Bank.

29.3 Please also be informed that in any situation and if required while exercising the purposes specified above the Bank may disclose the Customer's personal data to the following parties:-

- a) any organizations duly authorized to serve as the Bank's agent;
- b) any organizations that assist in fulfilling the transactions requested by the Customer;
- c) financial service providers (e.g takaful companies);
- d) service providers;

- e) any parties duly authorized by the Customer (e.g lawyers, financial advisers or auditors);
- f) the Bank's subsidiaries;
- g) the Bank's professional advisors (e.g auditors and legal counsel);
- h) any parties who gives any security under Customer's Facility;
- i) any parties pursuant to any law, Court Order and/or any other regulatory authorities;
- j) any enforcement agencies; and/or
- k) any financial institutions, merchants and/or any card associations in relation to any credit/ debit cards issued by the Bank;

In addition to the above purposes, the Bank may also process and disclose the Customer personal data to other authorized third party(ies) (i.e service providers or strategic partners) to provide the Customer with information about the Bank and/or other third party(ies) products, services or promotions that may interest the Customer. If you no longer wish to receive any marketing communications from us, you may withdraw your consent for marketing purposes by submitting a written notice to the Bank. Please note that it may take up to fourteen (14) working days for your withdrawal to take effect. In certain situations, the Bank may need to transfer Customer's personal data to locations outside Malaysia for processing or storage in order to provide the Customer with the Bank services and/or any other services requested by the Customer or to fulfill the Customer contractual agreements with the Bank.

30. Force Majeure

30.1 Neither party shall be in default of any provision herein or to be liable for any delay or failure in performance of any obligation under this Agreement if such delay or failure to perform is a direct result of acts of God, civil or military authority, civil disturbance, wars, strikes, lockouts, fires, natural catastrophes or other factors beyond the reasonable control of the party.

31. Time

31.1 Time wherever mentioned shall be of the essence of this Agreement.