

iRakyat Terms & Conditions

TERMS AND CONDITIONS RELATING TO THE ACCESS AND USE OF iRakyat INTERNET BANKING SERVICES

The following Terms & Conditions (hereinafter referred to as “**iRakyat Terms & Conditions**”) shall govern your access and use of our iRakyat, an **Internet Banking Services** accessible via an online banking website www.irakyat.com.my (“**Website**”) provided by Bank Kerjasama Rakyat Malaysia Berhad (hereinafter will be referred to as “**BKRM**”) to its eligible customers.

This iRakyat Terms & Conditions is to be read together with terms and conditions of all other applicable agreements as well as any other terms, conditions and provisions which BKRM and or its affiliates may prescribe from time to time. Should there be any conflict between this iRakyat Terms & Conditions and all other terms and conditions, this iRakyat Terms & Conditions shall prevail.

You are advised to read and understand the iRakyat Terms & Conditions. You are further advised to seek independent legal view and any other advise as you deem necessary before subscribing to any products or services and/or participating in any BKRM’s campaigns and promotions in iRakyat. Further, you must conduct and later be fully responsible in making your own assessment when accessing iRakyat particularly on its contents.

If at any time or upon making your own assessment you do not accept and/or agree to any of the Terms & Conditions, you must immediately discontinue your access to this Website and/or use of any Services therein.

If at any time you do not understand and may have some quires on any part of the Terms & Conditions, please direct your question to and seek for clarification from us at the following:

15th Floor, Menara 1
Menara Kembar Bank Rakyat
No. 33 Jalan Rakyat
50470 Kuala Lumpur

Or contact our BKRM’s Call Centre Tele-Rakyat at 1-300-80-5454 (local) or +603-5526-9000 (international).

1. Definitions

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

TERMS

"Accounts"

"Affiliate(s)"

DEFINITIONS

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

means any third-party offering products, services, content and information on iRakyat.

"Bank Negara Malaysia"	means the Central Bank of Malaysia, a body established under the Central Bank of Malaysia Act, 2009 (Act 701).
"Beneficiary"	means any other third party that maintains an account with BKRM a payee corporation and/or such other third party banks as may be approved by BKRM 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 BKRM.
"Bill Payment Service"	means the payment of Bills which may be made by the Customer to the Service Providers through the Internet Banking Services.
"BKRM"	means Bank Kerjasama Rakyat Malaysia Berhad, a co-operative society registered under the Co-operative Societies Act, 1993 with its registered office at 35 th Floor, Menara 1, Menara Kembar Bank Rakyat, No. 33 Jalan Rakyat, 50470 Kuala Lumpur and business address at 15 th Floor, Menara 1, Menara Kembar Bank Rakyat, No. 33 Jalan Rakyat 50470 Kuala Lumpur and includes its successors-in-title and assigns.
"Business Day"	means any day from Monday to Friday on which BKRM is opened for business in Kuala Lumpur excluding public holidays.
"Card PIN"	means a Personal Identification Number issued by BKRM to the Customer or pin number as selected by the Customer thereafter.
"Cheque"	means a written order from one party (the drawer) to another (the drawee, normally a bank) requiring the drawee to pay a specific sum on demand to the drawer or a third party specified by the drawer.
"Clearing House"	means the organization that collects, sorts, classifies and distributes information on Cheque clearing among its participant.
"Cheque Clearing Services"	means the Cheque collection and clearing services offered by BKRM from time to time.
"Communications"	means communications between BKRM and Customer such as enquiries, advices and instructions.
"Correspondent"	means another financial institution appointed by BKRM to effect or complete a remittance transaction.
"Customer"	means the person in whose name the Accounts are opened and maintained with BKRM and includes such person's personal legal representatives and successors-in-title.
"Debit Card-i"	means Debit Card-i issued by BKRM inclusive of ATM card "Automated Teller Machine Card" or any other card ties to respective Accounts determined by BKRM

	from time to time.
"Digital Certificate"	means an electronic attachment to an electronic message used for security purposes.
"Electronic Devices"	means device not limited to computer, mobile phone, tablet and kiosk to be acquired by the Customer which are necessary in order to operate the Internet Banking Services
"Expiry Date"	means a date which is six (6) months from the date of the Cheque or such other date after which BKRM or the drawee or paying bank (if it is not BKRM) of the Cheque will not honor the payment of the Cheque for any reason.
"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. The Instructions shall be in the formats approved by BKRM 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 BKRM 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 BKRM 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
"Password"	Means unique string of characters chosen by the Customer and known only to Customer and BKRM's computer system, which must be keyed in by the Customer to enable BKRM's computer system to authenticate the Customer's User ID before granting the Customer access to the Internet Banking Services.
"Public Authority"	means a government, a minister of a government, a government department, a statutory corporation or a semi-government or judicial entity.
"Relevant Agreements"	means all of the following: (a) this iRakyat Terms and Conditions;

- (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 BKRM and the Customer varying the terms of this agreement, and includes any variation from time to time of any of the above published by BKRM and notified to Customer in accordance with **Clause 25** (Notices and Communication).

"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 BKRM to another financial institution or third party.
"Ringgit Malaysia or RM"	means the lawful currency of Malaysia.
"Security Codes"	means the security codes which will identify and verify the Customer when the Customer access and utilizes the Internet Banking Services comprising of the Password, User ID and includes any other security codes as BKRM may issue at any time and from time to time.
"Security Procedures"	means the security measures and procedures set out in User Guides and/or service supplements and any other instructions BKRM may give; and also prescribed and/or adopted by BKRM to verify the origination of communication, from time to time.
"Self-Service Terminal"	Means any Automated Teller Machine (ATM), Cash Deposit Machine (CDM) and any other self-service machine or kiosk installed by BKRM at any places, including Interbank network ATM, for the use of the Customer
"Service"	means the electronic banking services mentioned in Clause 6 , offered by BKRM and which services or any part thereof may be improved, increased, varied, replaced or withdrawn by BKRM at any time and from time to time in accordance to Bank's internal policy and procedures.
"Service Providers"	means the companies or corporations which are approved by BKRM and whose Bills may be paid by the Customer through the Internet Banking Services and includes any company or corporation included or substituted by BKRM at its discretion at any time and from time to time.
"Service Supplement"	means in respect of any Services selected by Customer from time to time, BKRM's terms and conditions governing such Services.
"Software"	means the program, operating system and application

	system used for a particular device.
"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 BKRM directly or through BKRM's supplier to Customer in connection with the use or provision of any Service.
"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.
"Third Party Accounts"	means any one or more of the accounts of third parties opened and maintained at BKRM to which the Customer wishes to make fund transfers.
"Transaction Record"	means any transaction performed by Customer via the iRakyat Internet Banking Services.
"T, T+1 or T+2"	means: <ul style="list-style-type: none"> (a) in the context of processing "T" would refer to the day, the transaction/s being approved and send via iRakyat before the respective Product/Channels Cut-off time (which may be determined by BKRM from time to time); (b) "T+1" means, processing time would require one (1) day extra needed and agreed for processing to be executed and completed by BKRM (Working Days); (c) "T+2" means, processing time would require two (2) days extra needed and agreed for processing to be executed and completed by BKRM (Working Days).
"User ID"	means a name created by the Customer which must be keyed in by the Customer to enable BKRM's computer system to associate the Customer with the Customer's user profile and Accounts. It also a 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 BKRM 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.

2. Application for subscription of the Internet Banking Services

- 2.1 To be eligible to subscribe to the Internet Banking Services, the Customer: -
 - (a) must have one (1) or more existing Accounts with BKRM; and
 - (b) must have an active Debit Card-i or Credit Card-i. (An active Debit Card-i or Credit Card-i means a Debit Card-i or Credit Card-i that has been activated with a Card Pin).
- 2.2 However, Customers who do not have any cards with BKRM, but have any other account with BKRM (for example: Ar-Rahnu or financing account), the Customer may call BKRM's Call Centre Tele-Rakyat at 1-300-80-5454 (local) or +603-5526-9000 (international) to register via temporary ID. The access of the Internet Banking Services however is limited only to checking of the account balance.
- 2.3 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.
- 2.4 The Customer confirm that the Customer have read, understood and agreed that BKRM has discretion to accept or reject the Customer's application for iRakyat in accordance to our internal policy.

3. Acceptance of Terms and Conditions

- 3.1 The Customer confirms that the Customer have read, understood and agreed that upon application and registration to access iRakyat and use of the Internet Banking Services or any part thereof by the Customer, it constitutes the agreement to and receipt of these Terms & Conditions, the Privacy and Security Statement and the Personal Data Protection Act 2010 (PDPA) notice as well as the acknowledgement and acceptance by the Customer of the inherent risks associated with carrying out transactions through Internet.
- 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.
- 3.3 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.
- 3.4 Where BKRM 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 BKRM and use of such products or services shall be in accordance with these Terms and Conditions and such other additional terms and conditions (if any) as may be prescribed by BKRM which additional terms shall be notified in accordance with Clause 25 (Notices and Communication).
- 3.5 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. Access to the Internet Banking Services

- 4.1 The Customer will be required to key in their Card PIN number set from the Customer's active Debit Card-i or Credit Card-i 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 (including User ID, Password, Email Address, Name, Secure Phrase and Colour selection) as BKRM 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.
- 4.2 For subsequent access to the Internet Banking Services, the Customer will be required to key in the User ID and Password.
- 4.3 The User ID and Password shall only be used by the Customer of BKRM's Internet Banking Service to whom the User ID and Password is registered to.
- 4.4 In case of joint account holders:
 - (a) 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 authorize BKRM to affect any transaction on a joint account.

- (b) 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.
- (c) 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 BKRM and a fresh written mandate shall be given to BKRM, duly attested by all joint account holders.

5. Responsibility & Undertaking

5.1 Electronic Device

- (a) The Customer shall, at all times, be responsible for using of any personal and/or third party's electronic devices to obtain access to Internet and to Internet Banking Services at the Customer's own risk and expense.
- (b) The Customer also responsible for the Customer's own personal and/or third party's device antivirus, firewalls and security measures to prevent any unauthorized access to the Customer's transactions and accounts via the Internet Banking Service. The Customer are advised to follow any other security regulations/procedures that may be prescribed by BKRM from time to time whether in the website or by any medium of notification as prescribe in **Clause 25**.
- (c) The Customer shall not use Internet Banking Services on any jail-broken or rooted device.

5.2 Internet Browser/Hardware/Software

- (a) The Customer shall, at all times, be responsible for using of any necessary internet browser and/or any other search engines and/or hardware and/or software (not limited to MAC OS, Windows, Linux, IOS and Android) necessary to obtain access to Internet and to Internet Banking Services at the Customer's own risk and expense.

5.3 Access to Internet

- (a) The Customer shall, at all times, be responsible for maintenance of any account that the Customer may have with a Network Service Provider for the Customer's access to Internet to be able to access Internet Banking Services. The Customer acknowledges that access to Internet, to that extent, would be subject to terms and conditions between the Customer and the Network Service Provider of the Customer's choice.
- (b) The Customer shall, at all times, be responsible for using of any public Wi-Fi connection provided by third party for the Customer to be able to access Internet Banking Services, at the Customer's own risk and expense.

- 5.4 The Customer agree and acknowledge that BKRM shall not be held liable for the Customer's inability to access Internet Banking Services or any part thereof, leaked of personal data including Security Code, User ID and Password, misused of

account by third party, the rejection of any of the Customer's transactions and the incorrect processing of the Customer's transaction as a result of:

- (a) the Customer's failure to use a well functioned device;
- (b) the Customer's failure to use the necessary internet browser and/or any other search engines and/or hardware and/or software;
- (c) the Customer's failure to maintain the Customer's account with the Customer's Network Service Provider resulting to difficulties in getting access to Internet;
- (d) unstable Wi-Fi connection.

5.5 The Customer should not let anyone else to operate on behalf of the Customer, or leave device unattended whilst the Customer is logged on to the Internet Banking Service. BKRM 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 Services.

5.6 The Customer is prohibited to perform any non-Shariah compliant transaction via iRakyat Internet Banking Services. BKRM shall not be held responsible for any non-Shariah compliant transaction performed by the Customer.

5.7 The Customer hereby confirm that the Customer have read, understood and agreed that BKRM may suspend or restrict the Customer's access whenever the Customer breach any term, condition or provision of these Terms and Conditions until such breach is being rectified or there is any reasonable reason to believe that the Customer breach any legal, regulatory or other authority or body relevant hereto.

6. Availability of Internet Banking Services

6.1 The Internet Banking Services are available seven (7) days a week, twenty-four (24) hours per day (except services of which BKRM specifies its operating hours from time to time). However, the Customer acknowledges that Bank does not warrant that the Internet Banking Services will be available at all times where 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 BKRM.

6.2 In the event that the Internet Banking Services are not available, the Customer may carry out transactions at any of BKRM's branches and Self-Service Terminal.

7. Authorization

7.1 The Customer authorize BKRM as follows:

- (a) 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

- (b) to dispose 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.

8. Instructions

- 8.1 All transactions carried out through the Security Codes shall be deemed final and irreversible instructions and authorizations given by the Customer to BKRM, and BKRM shall be and is hereby authorized to rely upon and act in accordance with the instructions given by or on behalf of the Customer without inquiry on the part of BKRM as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions.
- 8.2 The Customer hereby acknowledges that :
 - (a) BKRM shall be in no way responsible for any misuse or unauthorized use of messages or instructions given to BKRM;
 - (b) Despite that a transaction may be disputed by the Customer for any reason whatsoever including denial of such instructions given by the Customer, BKRM shall be entitled to treat such instruction as binding upon the Customer and BKRM shall be entitled to take such steps or action in connection with or in reliance upon such instructions; and
 - (c) BKRM 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.
- 8.3 The Customer shall ensure and warrant that the instructions issued are complete, accurate and correct.
- 8.4 BKRM shall be entitled to debit the Customer's Accounts immediately on completion of any transaction instructed by the Customer.
- 8.5 The Customer may issue instructions to cancel, withdraw, reverse or amend the Customer's earlier instruction and BKRM is only obliged to comply with the subsequent instruction provided that the earlier instruction has not been processed by BKRM.
- 8.6 Any instructions transmitted or received by BKRM 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 BKRM at any time and from time to time at its discretion as may be reasonably exercised with prior adequate notice to the Customer.
- 8.7 The Customer shall review the transaction records of transactions initiated by the Customer through the Internet Banking Services regularly.

- 8.8 If the Customer has reason to believe that an instruction has not been accurately or completely received by BKRM, the Customer shall inform BKRM by telephone immediately by calling BKRM's Call Centre Tele-Rakyat at 1-300-80-5454 (local) or +603 5526 9000 (international) which are available 24 hours or email at telerakyat@bankrakyat.com.my during office hours. Monday to Friday from 7.30am to 9.30pm, Saturday and Sunday from 8.30am to 5.30pm and in any case not later than Twenty-Four (24) hours after transmission of the relevant instruction by the Customer.
- 8.9 BKRM shall not be held liable for any mutilation, interruption, omission, deletion, error, delay, non-receipt or misinterpretation of the Customer's instructions except when it is due to the BKRM's negligence.
- 8.10 BKRM may refuse to comply with the Customer's instructions if they are inconsistent with these Terms and Conditions, all other BKRM's policy, rules or regulations in force for the time and all other relevant laws and statutes.

9. Availability of Funds

- 9.1 The Customer agrees and accepts that BKRM reserves the right to impose such limits and conditions to all the transactions performed by the Customer through the Internet Banking Services from time to time and the Customer's transactions is limited to such maximum daily limit imposed by BKRM. The Customer shall ensure that the limit shall be observed.
- 9.2 In the event that the Customer's account is overdrawn for any reason whatsoever including but not limited to the exercise by BKRM of its right of set-off or as a result of BKRM executing the Customer's instructions, the Customer shall on demand pay to BKRM the amount of moneys overdrawn and until such payment, the Customer shall abstain from performing any other transaction in the Customer's account through BKRM Services or otherwise.

10. Account Information

- 10.1 BKRM 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 BKRM 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.
- 10.2 BKRM 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.

11. Funds Transfer

- 11.1 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 BKRM at its discretion at any time and from time to time.

12. Bill Payment Service

- 12.1 BKRM may at any time and from time to time, and with 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, and the Customer agrees that BKRM 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 BKRM.
- 12.2 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.
- 12.3 The Customer's Accounts shall be debited immediately upon payment instructions being received by BKRM through the Bill Payment Service.
- 12.4 The Customer may pay bill subject to such limits and conditions on each transaction as may be imposed and/or revised by BKRM at its discretion at any time and from time to time.
- 12.5 The Customer shall inform BKRM within fourteen (14) days if and when there are any changes in the Customer's reference or particulars registered with the Service Providers.
- 12.6 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.
- 12.7 The Customer shall accept BKRM's record of transactions processed by the use of the Bill Payment Service as being conclusive and binding for all purposes whatsoever.
- 12.8 Where the Customer's Accounts have been debited for the Bills but BKRM has not forwarded the payments to the Service Providers on the due dates for any reason beyond the control of BKRM and not due to BKRM's negligence or fault, the Customer shall be responsible for whatsoever losses, damages or expenses arising from such late payment.

13. Remittance

- 13.1 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.
- 13.2 So long as BKRM acts in good faith in acting upon or carrying out any instructions, neither BKRM nor the Correspondent shall be liable for any loss, damage or other consequences due to or arising from BKRM execution or implementation of such

instructions or any other matter arising therefrom particularly when it is beyond the control of BKRM or the Correspondent.

13.3 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 issue any instructions for foreign remittances are estimates only. BKRM 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. BKRM 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 Exchange Control Act 1953 and any Exchange Control regulations and guidelines issued by Bank Negara Malaysia for the time being in force.

14. Fees and Charges

- 14.1 BKRM has the right to levy, impose, increase and/or vary service or transaction fees and other charges for the Internet Banking Services utilized by the Customer from time to time subject to BKRM giving notice twenty one (21) days prior to the effective date of implementation of such variation, in the manner mentioned in Clause 25 herein.
- 14.2 All information including but not limited to service or transaction fees and other charges quoted or provided by BKRM 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.
- 14.3 Despite 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.
- 14.4 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.
- 14.5 BKRM 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.

15. International Use

- 15.1 The Customer hereby agree and acknowledge that the use of the Internet Banking Services outside of Malaysia is subject to the followings:
 - (a) the Exchange Control Regulations of Bank Negara Malaysia; or

- (b) any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and
- (c) the laws and regulations of Malaysia and the country where the transaction is affected or requested.

15.2 Further, the Customer agrees and acknowledges that the maximum or minimum amount of transaction and the purpose for which it is affected may be determined by Bank Negara Malaysia, BKRM 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.

16. The Customer's Responsibilities over User ID, Password and Security Code

16.1 The Customer agrees and acknowledges that the Customer shall adhere to the following security procedures at all times: -

- (a) to ensure that the User ID and Password stay confidential. The Customer should not disclose to anyone, not even to their joint account holder, or BKRM 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 inform BKRM by telephone immediately by calling BKRM's Call Centre Tele-Rakyat at 1-300-80-5454 (local) or +603 5526 9000 (international) which are available 24 hours or email at telerakyat@bankrakyat.com.my during office hours. Monday to Friday from 7.30am to 9.30pm, Saturday and Sunday from 8.30am to 5.30pm as soon as possible.
- (b) observe all security measures prescribed by BKRM concerning the Security Codes or generally in respect of the use of the Internet Banking Services;
- (c) take all precautions to ensure and prevent unauthorized or fraudulent use of the Internet Banking Services or any part thereof or the Security Codes;
- (d) 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 BKRM's Internet Banking Service; ensuring others do not see the Customer 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;
- (e) be responsible for all access and/or use of BKRM'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;
- (f) keep the Security Codes secret and not let the same be accessible to any person (including the employees of BKRM) under any circumstances and at any time;
- (g) destroy the Security Codes upon termination of the Internet Banking Services;

- (h) immediately inform BKRM in writing in the event of any losses, theft or damage to the Security Codes and until and unless the Security Codes are replaced, BKRM will not accept any instructions after receipt of such notification;
- (i) immediately change the User ID and Password if the Security Codes are exposed or suspected to be exposed to any person and BKRM shall not be held responsible or liable for any losses, damages or expenses which may be incurred or suffered in such circumstances;
- (j) notify BKRM immediately upon receipt of any data and information through or in relation to the BKRM's Internet Banking Service which is not intended for the Customer;
- (k) monitor the Accounts regularly and verify that there are cleared and sufficient funds in the Accounts before performing any required transactions;
- (l) immediately inform BKRM of any inaccuracy or irregularity in any of the Accounts and if the Customer has any reason to believe that the Customer's User ID and Password have been misused and/or compromised in any way; and
- (m) 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 BKRM know of any irregularity or error.

16.2 The Customer acknowledges and agree that upon receipt of notification made by the Customer, BKRM may, suspend or restrict the Customer access until the Customer's new User ID and Password are created or otherwise until such time as may be specified by BKRM at its discretion as may be reasonably exercised.

16.3 Despite anything contained herein and for the avoidance of doubt, where the unauthorized 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 the Customer's monies shall be liable for such use even if a notification is made pursuant to the above.

17. Disclaimer by BKRM and Liabilities

17.1 BKRM 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. 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 the Customer shall seek independent professional advice and obtain independent verification of the materials, information and/or functions provided herein.

17.2 BKRM 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.

- 17.3 If the Customer views contents of a third party's website via a link to the Internet Banking Services, the Customer shall do so at the Customer's own risk. BKRM 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 BKRM of such linked websites or the contents therein.
- 17.4 Save and except for gross negligence, wilful default and/or default on the part of BKRM, BKRM 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.
- 17.5 The Customer shall be liable and responsible for any losses, damages or expenses which may be incurred or suffered for all unauthorized transactions made through the use of the Security Codes until such time when BKRM has received from the Customer written notification to suspend or terminate the utilization of the Internet Banking Services as well as any losses, damages or expenses which may be incurred or suffered by BKRM as a result of any breach or failure by the Customer to comply with any of the Terms and Conditions.
- 17.6 Subject to the provisions herein, BKRM'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.
- 17.7 Except due to BKRM's gross negligence and willful misconduct, 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 BKRM 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 BKRM; 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 BKRM; or
 - (c) Breach of any of the Customer of its obligations under this Terms and Conditions 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 BKRM or otherwise, in order for BKRM 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 BKRM 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 BKRM or any other applicable third party, from time to time; or
- (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 BKRM of its rights, obligations and discretion under this Terms and Conditions; 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; or
- (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; or
- (p) Any circumstances beyond Bank's reasonable control; or
- (q) BKRM acting upon instructions sent electronically or by telephone by Customer or by reason of BKRM 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.

17.8 The consequences of any misuse by Customer of any Website or channel shall 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 Relevant Agreements, Services or any part thereof.

18. Indemnity

18.1 Except due to BKRM's gross negligence and willful misconduct; and without prejudice to any other right or remedy of BKRM, 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) either:

- (a) arising directly or indirectly; or
- (b) which may arise out of the Customer's breach or violation of these Terms and Conditions; or
- (c) any third party rights or Customer's use or purported use of our services; or
- (d) due to the delay and/or failure of such services.

18.2 This obligation to indemnify Bank shall survive the termination of this service.

19. Suspension or Termination of Internet Banking Services

19.1 BKRM may, at any time suspend or terminate the Customer's access to the Internet Banking Services or any part thereof with notice.

19.2 BKRM will immediately terminate the Customer's right of access to the Internet Banking Services if the Customer ceases to maintain any Account with BKRM which can be accessed via the Internet Banking Services, or if Customer's access to any of the Accounts be suspended, restricted or prohibited by BKRM or any other third parties for breach of potential breach on any laws/regulations.

19.3 If the Internet Banking Services have not been utilized by the Customer for such period of 180 days (6 months), it will be categorized as dormant by BKRM which will disable the Customer's ability to access Internet Banking Services.

19.4 The Customer may request to terminate the Internet Banking Services by giving prior written notice to BKRM. The Internet Banking Services will be cancelled within seven (7) days from the date of BKRM's receipt of the said notice. Upon giving such notice of termination, the Customer shall not use the Internet Banking Services and BKRM shall not be obliged to affect any of the Customer's instructions received after receipt of the notice of termination.

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

20. Proprietary Rights

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

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

21. Severability and Waiver

21.1 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.

21.2 BKRM's acceptance of any of the instructions, or processing of any of the instructions issued beyond the times stipulated, or any waiver by BKRM of any of 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 BKRM from enforcing any of its rights under these Terms and Conditions or the rules, regulations, terms and conditions for the Accounts.

22. Disclosure

22.1 The Customer consents to the disclosure of all information and data regarding the Customer and the Accounts available through the Internet Banking Services to the followings:

- (a) all companies within BKRM's group;
- (b) its related companies;
- (c) agents and any organizations duly authorized to serve as BKRM's agent;
- (d) contractors;
- (e) financial service providers (e.g Takaful companies);
- (f) any parties duly authorized by the Customer (e.g lawyers, financial advisers or auditors);
- (g) BKRM's professional advisors (e.g auditors and legal counsel);
- (h) any regulatory authority which includes Bank Negara Malaysia (BNM), enforcement authority including but not limited to the police & tax authorities;
- (i) other service providers or companies which provide support, products or other services to BKRM, and to the extent permitted by the law;
- (j) any organizations that assist in fulfilling the transactions requested by the Customer; and
- (k) any parties pursuant to any law, Court Order and/or any other regulatory authorities.

22.2 The Customer agrees that neither BKRM 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.

22.3 Whilst BKRM will use its best endeavors to ensure that all information and data transmitted or received using the Internet Banking Services is secured and cannot be accessed by unauthorized third parties, BKRM does not warrant the security of any information and data transmitted by the Customer using the Internet Banking

Services. The Customer accepts the risk that any information and data transmitted or received using the Internet Banking Services may be accessed by unauthorized third parties and to the extent permitted by the law, the Customer agrees not to hold BKRM liable for such unauthorized access or any losses or damages which may be incurred or suffered as a result thereof.

22.4 Despite the information provided, the Customer will have the option to withdraw the consent given earlier. In such instances, BKRM shall be entitled to cease or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information without incurring any liability whatsoever for any losses which the Customer may suffer as a result of such cessation or discontinuation.

22.5 The Customer acknowledges that the above disclosure is for purpose of Section 120 of Development Financial Institutions Act 2002 (DFIA) and no other consent is needed for purpose of the Act. However, all personal data will be kept in private by the recipient party.

23. Dispute and Enquiries

23.1 The Customer may address any concerns or queries by writing to BKRM at the address stated in **Clause 25** or by calling BKRM's Call Centre Tele-Rakyat at 1-300-80-5454 (local) or +603 5526 9000 (international) which are available 24 hours.

23.2 In the event that the Customer has any complaints, or disputes arising from the Internet Banking Services or these Terms and Conditions, the Customer may write to BKRM at the address stated in **Clause 25** specifying the nature of the complaint or dispute and the Customer and BKRM will endeavor to settle the matter amicably.

24. Notices And Communication

24.1 Any notice, request or demand requiring to be served by BKRM to the Customer under the provisions of this Terms and Conditions shall be in writing and shall be sufficiently served or delivered:

- (a) if delivered by hand, when delivered;
- (b) if sent by ordinary post or registered post, in its ordinary course of posting;
- (c) if sent by facsimile or electronic mail or digital transmission, when transmission has been completed;
- (d) if by displaying notices in any of BKRM's premises or branches, such notification shall be effective from the first day such notice is displayed;
- (e) if by advertisement made once in any national newspapers in English language or national language, such notification shall be effective from the date of publication of such advertisement; or
- (f) if by broadcasting message on BKRM's internet banking information website, such notification shall be effective from the first day of such broadcast.

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

15th Floor, Menara 1

**Menara Kembar Bank Rakyat
No. 33 Jalan Rakyat
50470 Kuala Lumpur**

24.3 Service of all legal process

(a) Service of legal process shall be validly effected if served by posting of the same by way of registered post to the Customer at the Customer's last known address as notified in writing by the other party to the other party and that such legal process shall be sufficiently served on the parties three (3) days after posting thereof.

24.4 Unless otherwise specified, all notices and communications to BKRM shall be in writing and signed by the accountholders and sent to BKRM's address or in such manner as may be notified to the accountholders from time to time and all notices from the Customer shall take effect only upon BKRM receiving the same.

24.5 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 this Terms and Conditions.

25. Customer's Confidentiality

25.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon BKRM under the Development Financial Institution Act 2002 and undertake not to do or cause to be done any act or omission which may cause BKRM 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.

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

26. Force Majeure

In the event that BKRM is unable to observe or perform any of its obligations under the Terms and Conditions, whether in whole or in part, by reason of causes beyond its control including but not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of BKRM's obligations under the Terms and Conditions as they are affected by such causes shall be excused for the duration of the abovementioned force majeure events. Further, BKRM shall not be liable for any losses or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned force majeure events.

27. Time

Time wherever mentioned shall be of the essence of this Terms and Conditions.

28. Governing Law and Jurisdiction

28.1 This Terms and Conditions shall be governed by and construed all respects in accordance with the laws of Malaysia and the parties hereby submit to the jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties under this Terms and Conditions.

28.2 Any interpretation, questions, disputes and/or references by the parties, any proceedings before any court or arbitrator, in relation with and concerning Shariah issues, principles and/or practices, all parties shall take into consideration any published rulings of the Shariah Advisory Council of Bank Negara Malaysia or in the silent of which, refer the interpretation, questions, disputes and/or references to the Shariah Advisory Council of Bank Negara Malaysia whose rulings and/or recommendations shall then be binding on and followed by all parties.

29. Variation and Amendment

29.1 BKRM may at any time add, amend, delete or vary any of this Terms and Conditions by publishing a notice to add, amend, delete or vary the affected clause in the Website twenty-one (21) days prior to its enforcement.

29.2 The Customer hereby acknowledges that the Customer's continuance act of using and utilizing the Internet Banking Services and/or any registration after the expiry of notice issued at Clause 30.1 constitute the acceptance to such notice and receipt of this Terms and Conditions as well as the acknowledgement of the inherent risks associated with carrying out transactions through the Internet.

29.3 The Customer hereby further agrees and acknowledges that BKRM may immediately proceed with any amendment and/or variation to the Terms and Conditions without giving prior notice to the Customer if such variation and/or amendment was made for purpose of protecting the existing security over the Customer's account.

30. Personal Data Protection Act 2010 (PDPA)

30.1 The Customer hereby agree that the BKRM may collect and process the Customer's Personal Data (including Sensitive Personal Data) and other information (collectively, "**Personal Data**") in accordance Personal Data Protection Act 2010 in order to provide the Customer with BKRM's products and services (collectively, "**the Products**").

30.2 The personal data will be processed by BKRM and/or BKRM's authorised agents for the following purposes:

- (a) communication;

- (b) rendering the Bank or its Subsidiary services;
- (c) processing transaction; maintaining account and facilities;
- (d) verification of financial standing;
- (e) responding to inquiries or complaints;
- (f) offers for contest participation and/or special activities;
- (g) conducting market and trends surveys and analysis;
- (h) fulfillment of any regulatory/legal requirements/applicable laws;
- (i) other legitimate banking business activities; and/or
- (j) such other purposes as set out in the general Terms and Conditions of the Products and/or any other BKRM's documents previously signed by the Customer.

30.3 The Customer understands that BKRM shall have control over the Customer's Personal Data in accordance with BKRM's Privacy Policy. The Customer further understands that retraction of consent shall render BKRM not be able to provide any of its services.