



KFH Cash Management Solutions : Registration Form

Corporate ID

RIM No

1) COMPANY PROFILE

Company Name

Bus. Reg. No.

Business Add.

Email Address

Telephone No.

Fax No.

Module Required:
Please Tick (√) One

INQUIRY MODULE

TRANSACTIONAL MODULE

1. Requires Secure Pass for Fund Transfer & Cheque Management.
2. Inquiry Module is included.

2) COMPANY ADMINISTRATOR / CONTACT PERSON

Contact Person 1

Contact Person 2

Name

Name

I/C Number

I/C Number

Telephone No.

Telephone No.

Mobile No.

Mobile No.

Email Address

Email Address

Signature

Signature

3) APPROVAL MATRIX RULES (For Monetary Transaction)

3.1) Amount Up To:

Group :

A	B	C	D	E
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Approver Required To APPROVE

Note: MAXIMUM Number of Approver is 3

3.2) Amount Up To:

Group :

A	B	C	D	E
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Approver Required To APPROVE

Note: MAXIMUM Number of Approver is 3

3.3) Amount Up To:

Group :

A	B	C	D	E
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Approver Required To APPROVE

Note: MAXIMUM Number of Approver is 3

4) AUTHORISED ACCOUNT LINKED TO KFH ONLINE*

Note: For Inquiry Services, Limit Amount Per Account Transaction is NOT applicable.

Account No 1:		Limit Amount Per Transaction (RM)	
Account Name:			
Account Detail:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Escrow Ac / Non Checking Ac (NCA) / Housing Development Ac (HDA)		
Account No 2:		Limit Amount Per Transaction (RM)	
Account Name:			
Account Detail:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Escrow Ac / Non Checking Ac (NCA) / Housing Development Ac (HDA)		
Account No 3:		Limit Amount Per Transaction (RM)	
Account Name:			
Account Detail:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Escrow Ac / Non Checking Ac (NCA) / Housing Development Ac (HDA)		
Account No 4:		Limit Amount Per Transaction (RM)	
Account Name:			
Account Detail:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Escrow Ac / Non Checking Ac (NCA) / Housing Development Ac (HDA)		
Account No 5:		Limit Amount Per Transaction (RM)	
Account Name:			
Account Detail:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Escrow Ac / Non Checking Ac (NCA) / Housing Development Ac (HDA)		

5) SUBMISSION CHECKLIST

- 5.1) Certified True Copy of ALL Users and Signatories Identity Card (IC) / Passport.
- 5.2) "Attachment - User Profile Maintenance Form" (Page 3) for EVERY user authorised by the Company to access KFH Online.
- 5.3) Completed Application Form (this form), from Page 1 to 10.
- 5.4) Kindly submit the completed form to the address as stated on Page 10.

6) COMPANY AUTHORISATION (To be signed by ANY TWO Authorised Signatory as per Item 7(4) below)

I / We confirm that the information given in this form is true, accurate, complete & not misleading.

Authorised Signatory:	Authorised Signatory:
.....
Name : _____	Name : _____
Date : _____	Date : _____
_____ Company/Association/Club/Society Stamp	

FOR BANK USE ONLY

Date Received: _____	
Entered By: _____	Approved By: _____
.....
Name : _____	Name : _____
Date : _____	Date : _____

7) COMPANY DECLARATION

IT WAS RESOLVED THAT:

1. The Company/Firm shall apply for and use the online services provided by KFH Malaysia Berhad (hereinafter referred to as "KFH Online").
2. Any **one / two** * of the person(s) identified herein below ("Authorised Signatory(ies)") be and is/are hereby authorised, for or on behalf of the Company to generally manage and administer the Company's access to and use of KFH Online and do all things necessary in relation thereto including but not limited to:
 - (a) executing all applicable forms (including any declarations), agreements and documents;
 - (b) applying for and terminating any services provided under KFH Online;
 - (c) accepting and agreeing to all applicable terms and conditions;
 - (d) designating and removing the designation of the company's accounts to be linked to, accessed and operated via KFH Online ("Designated Accounts"); and
 - (e) nominating, authorising, removing and replacing the persons who are to use KFH Online ("Authorised Users"), for and on behalf of the company; and
 - (f) imposing limitations and conditions on the Authorised User's access and use of KFH Online.
3. The Bank shall be authorised to act and comply with all directions and instructions made by the Authorised Signatory(ies) in relation to the management and administration of access to and use of KFH Online.
4. The identities and signatures of the Authorised Signatory(ies) herein appointed are as follows:-

<p>1) Specimen Signature</p> <p>.....</p> <p>Name : _____</p> <p>I/C No: _____</p>	<p>3) Specimen Signature</p> <p>.....</p> <p>Name : _____</p> <p>I/C No: _____</p>
<p>2) Specimen Signature</p> <p>.....</p> <p>Name : _____</p> <p>I/C No: _____</p>	<p>4) Specimen Signature</p> <p>.....</p> <p>Name : _____</p> <p>I/C No: _____</p>

5. The Authorised Users nominated by the Authorised Signatory(ies) shall be authorised to access KFH Online, to accept and agree to all terms and conditions related to KFH Online, to access the Designated Accounts, to initiate, instruct and/or authorise any transactions via KFH Online and otherwise do all acts as may be required in relation to the Company's access to and use of KFH Online, subject always to any limitations imposed by the Authorised Signatory(ies), and to that extent the Bank is hereby authorised to act on and comply with all instructions and requests of the Authorised Users in relation thereto.
6. The particulars completed and terms set out in the KFH Online Application Form and all terms and conditions relating to the Company's use of KFH Online are hereby accepted, confirmed, approved and adopted without qualification by the Company.
7. These resolutions shall replace, revoke or amend any previous resolutions of the Company which is/are inconsistent but only to the extent of such inconsistency(ies) (if any); and
8. These resolutions are to remain in force until notice in writing to the contrary is given to the Bank by the Authorised Signatory(ies).

It is hereby duly certified that the above is a true extract of the resolutions duly passed by the Board of Directors in accordance with the constituent documents of the Company.

Signature: (Chairman/Director/Partners/Sole Proprietor)*	Signature: (Director/Company Secretary/Partners)*
Name : _____	Name : _____
Date: _____	Date: _____

* Please delete where applicable.

Supporting Documents: Certified True Copy of NRIC / Passport (per Authorised Signatories)

8) KFH ONLINE TERMS AND CONDITIONS

Terms and Conditions of KFHMB Business Internet Banking Services (KFH Online):-

These Terms and Conditions govern the Customer's use of KFHMB's Business Internet Banking Services (as hereinafter defined). They are to be read together with the terms and conditions of the relevant Account(s) (as hereinafter defined) which may be accessed by Customer through the Business Internet Banking Services (KFH Online)

Definitions

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

"Account (s)" means one or more of Customer's, current, KFHMB card, financing, investment or any other accounts with KFHMB which may be accessed through the KFH Online as may be determined by KFHMB from time to time.

"Account terms" means the terms and conditions of the relevant Account(s) which may be accessed through the KFH Online Services.

"Approver" means person(s) authorised by the Customer who will be acting as the representative for the Customer to approve all monetary transaction through KFH Online. The Approver must have a security device provided by the Bank to approve such transaction.

"Bank or KFHMB" means Kuwait Finance House (Malaysia) Berhad (or also known as KFHMB) (no. 672174 T), a company incorporated in Malaysia having its registered office at Level 24, Menara Prestige, 1, Jalan Pinang, P.O.Box10103, 50450 Kuala Lumpur, Malaysia and includes its successors-in-title and assigns.

"Bank Negara Malaysia" means the Central Bank of Malaysia established under Section 3 of the Central Bank of Malaysia Ordinance 1958

"Banking Services" means products and services of KFHMB are made available to Customer on KFHMB Business Internet Banking website.

"Beneficiary" means any other third party that maintains an account with KFHMB, a payee corporation and/or such other third party banks as may be approved by KFHMB 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 KFHMB

"Bill" means the latest bill, renewal notice and/or payment demand received by the Customer from a Service Provider and which has to be paid within the time frame stipulated in the Service Provider Bill/Contract.

"Business Day" means any day from Monday to Friday on which KFHMB is open for business in Kuala Lumpur, Malaysia, but does not include any public holiday.

"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 centralised processing and clearing of cheques and/or similar instruments.

"Cheque Clearing Services" means the cheque collection and clearing services offered by KFHMB from time to time.

"Channel Services" means the provision by KFHMB to Customer of access to one or more Channels under the terms of this agreement, the relevant Service Supplement and User Guide relating to such Channels.

"Communications" means communications between KFHMB and Customer such as enquiries, advices and instructions.

"Company Administrator" means a person assigned by the Customer who will be acting as the KFH Online administrator for the Customer. The Company Administrator will be responsible on administering all the administration function in KFH Online.

"Correspondent" means another financial institution appointed by the KFHMB to effect or complete a remittance transaction.

"Customer" means the party described in the Account(s) which is/are maintained with the KFHMB and includes the Customer's successor's in-title and assigns;

"Designated Account" means the account designated by the Customer for effecting transactions relating to the Services and for the debit of all fees, commissions and charges for the Services, and if the Customer shall fail to designate an account for that purpose or in the event that there shall be insufficient funds in the Designated Account, shall be any Account as KFHMB may in its absolute discretion determine:

"Electronic Key" means a smart card, electronic key or other similar physical device supplied by KFHMB or any third party which enables an individual in possession of such card, key or other device to access a Service or Services.

"Expiry Date" means a date which is 6 months from the date of the cheque or such other applicable date after which KFHMB or the drawee or paying bank (if it is not KFHMB) of the Cheque will not honour 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 which Instructions shall be in the formats approved by the KFHMB 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 which Customer may access through the use of a personal computer terminal and modem over the internet, upon the correct input of Username and Password called 'KFH Online' (or as may by any other name be called by the KFHMB), offered by the KFHMB as set out in the Manual and which services or any part thereof may be improved, increased, varied, replaced or withdrawn by the KFHMB at any time and from time to time as KFHMB may in its absolute discretion deem fit.

"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, trade marks, 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.

"Password" means a unique string of characters chosen by Customer and known only to Customer and the KFHMBs computer system, which must be keyed in by Customer in order for Internet Banking Services system to authenticate Customer's logon id and grant 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.

"Ringgit Malaysia or RM" means the lawful currency of Malaysia.

"Relevant Agreements" means all of the following:-

- (a) This Terms and Conditions;
- (b) any policy statement or certificate relating to the provision of any Services;
- (c) each Application Form;
- (d) any addendum or other supplemental agreement agreed between KFHMB 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 KFHMB and notified to Customer in accordance with Clause 34 (Notice Clause).

"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 KFHMB to another financial institution or third party.

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

"Service" means the electronic banking services called 'KFH Online' (or as may be by any other name be called by the KFHMB), offered by the KFHMB as set out in the Manual and which services or any part thereof may be improved, increased, varied, replaced or withdrawn by the KFHMB at any time and from time to time as KFHMB may in its absolute discretion deem fit;

"Security Procedures" means the security measures and procedures set out in User Guides and/or service supplements and any other instructions KFHMB may give; and also prescribed and/or adopted by KFHMB 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, KFHMB's terms and conditions governing such Services.

"Software" means any software which KFHMB has supplied to Customer directly or through the KFHMB's supplier as part of any Service including any updates.

"SMS-PIN" means the acronym for "SMS (Short Messages Services) Personal Identification Number" which is issued by the Bank to the respective KFH Online users' registered mobile number. The SMS-PIN will be used for the users (Company Administrator, normal user and Approver) to perform their First Time Login.

"Terms and Conditions" means these Terms and Conditions governing the use of KFHMB Business Internet Banking Services.

"Transaction Record" means any transaction performed by Customer via the KFHMB Internet Banking Services.

"Token" means the security equipment provided by the Bank for the Customer's Approver to approve any monetary transaction in KFH Online. The security device is a Token based.

"User Guide" means the operating and procedural guides or manuals or technical specification provide or otherwise made available to the Customer in connection with any service including any updates of the same.

"Username" means the unique means of identification allocated to, or selected by a User in relation to one or more of the Services (and as further specified in the User Guide) whether in the form of a password, PIN or other form of personal identification or nay 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.

Miscellaneous Interpretation

Words importing the singular shall include the plural and vice versa.

Words importing the masculine gender shall include the feminine and neuter genders and vice versa.

All references to provisions of statutes include subsidiary legislation and all modifications, re-certification and re-enactment of or to such statutes and subsidiary legislations from time to time and for the time being in force.

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.

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.

1. Application to Subscribe to the Internet Banking Services

1.1. To be eligible to subscribe to Internet Banking Services, Customer must have an existing account with KFHMB. The Customer is also required to complete and submit the Application Form to KFHMB.

1.2. Customer may apply to Internet Banking services subject at all times to KFHMB's sole and absolute discretion whether to reject or accept the application.

1.3. Should KFHMB reject the application, KFHMB is not obliged to provide any reason for such rejection or to respond to any request for information from the Customer himself.

2. Account Terms and Conditions

2.1. Customer's use of the Internet Banking Services are governed by these Terms and Conditions, which are to be read together with the relevant Account Term, the terms and conditions governing the accounts, services and/or products of KFHMB, KFHMB's rules and regulations and the rules and regulations of any funds transfer system to which KFHMB belongs.

2.2. Where there is any conflict or inconsistency between these Terms and Conditions and the relevant Account terms, these Terms and Conditions shall prevail to the extent of such conflict or inconsistency.

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

3. Acceptance of Terms and Conditions

3.1. The Customer hereby agrees that the first use of the Internet Banking Services by them will constitute their agreement to and receipt of these Terms and Conditions as well as their acknowledgement and acceptance of the inherent risks in conducting any transaction over the Internet.

3.2. The Customer hereby agrees to use the Internet Banking Services solely as provided by these Terms and Conditions.

4. Equipment And Network Access

4.1. The Customer, shall at his own cost and expense, be responsible for the purchase, cost, installation and operation of the computer equipment, for the software (including internet browser software) used in accessing the Internet Banking Services and for the maintenance of an account with a Network Service Provider to enable them to access the Internet Banking Services.

4.2. The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties.

5. Access to the Internet Banking Services

5.1 Use by the Customer of the Internet Banking Services at any time and from time to time shall indicate to KFHMB the Customer's acceptance and agreement and continued acceptance and agreement of the provision of the Terms and Conditions and of the risks in conducting any transaction over the Internet.

5.2 The Customer agrees that KFHMB has the right to invalidate their Username and Password or the Token and Password without being obliged to offer to the Customer any explanation or any reason thereof or any prior notice and that the Customer will not hold KFHMB liable for any loss or damage which the Customer may suffer as a result of such invalidation of Customer Username and Password or the Smart card and PIN.

6. Internet Banking Services

6.1. Upon the online registration of the Internet Banking Services and subject to 6.2 below and the Customer's maintenance of the relevant Account(s) with KFHMB, the Customer will be able to access the following Banking Services:

6.1.1. Account Information, Account History, Account Summary.

6.1.2. Funds Transfer, Third Party Account Fund Transfer, Payroll.

6.1.3. Bill Payment with Service Provider, Trade Services.

6.1.4. Cheque Management which include cheque inquiry, countermand cheque, cheque book request, cheque inquiry.

6.1.5. Such other Banking Services as KFHMB and / or any other third party may from time to time, make available to the Customer on the Internet Banking services.

6.1.6. Non Checking Account (NCA), Escrow Account, Housing Development Account (HDA) and Non-Payment Account are not allowed to be accessed to the transactional module using Cash Management Solutions (CMS). However access permit only to inquiry with zero (0) limit transaction.

7. Authorisation

7.1. The Customer hereby authorizes KFHMB to comply with instruction(s) given by themselves in respect of the Internet Banking Services including but not limited to authorizing KFHMB to withdraw, transfer or otherwise deal with any or all Customer monies in any Account(s), and to deliver, dispose of or deal with any securities, documents or other property of the Customer.

8. Instructions

8.1. The Customer agrees that any instruction(s) received by KFHM after the successful use of the Customer Username and password by the Customer or someone purporting to be the Customer to gain access to the Internet Banking Services shall be deemed to have been issued by the Customer notwithstanding that such instruction(s) may have been issued by a third party, whether authorised or otherwise. The Customer agreed that such instruction(s) should be binding on them upon their transmission to KFHM.

8.2. The Customer agrees that KFHM shall be entitled to act on any instruction transmitted after the successful use of their Username and Password, to gain access to the Internet Banking services by the Customer or someone purporting to be the Customer or by any third party whether authorised or unauthorised, and the Customer agree that KFHM shall not be liable for any loss which the Customer and/or any third party may incur by KFHM by so doing.

8.3. The Customer agrees that it is the Customer's responsibility to review the Transaction Record pertaining to any Internet Banking Services transaction initiated on the Customer instruction; the Customer further agree that KFHM shall not be held liable for any mutilation, interruptions, omission, errors, delay or from its non-receipt or misinterpretation of the Customer instructions.

8.4. Should the Customer has any reason to believe that an instruction has not been accurately or completely received by KFHM they shall inform KFHM by telephone immediately and in any case not later than twenty four hours (24) after transmission of the relevant instruction(s) by the Customer.

8.5. KFHM may at its sole discretion, refuse to carry out any of the Customers instructions where the Customer instructions are inconsistent with KFHM's policy or any rules or regulations currently in force or for any other reasons.

8.6. Notwithstanding to the above, the Customer in using the Internet Banking Services, undertakes and agrees: -

8.6.1. To ensure that only Persons duly authorised ("the Authorised Persons") by the Customer shall use the Internet Banking Services.

8.6.2. To observe all safeguards and security measures as may be prescribed by KFHM from time to time in connection with the Internet Banking Services.

8.6.3. To ensure the Authorised persons will at all times observe all instruction or manuals supplied by KFHM on the use and operation of the Internet Banking Services.

9. Availability of Service

9.1. The Internet Banking Service is intended to be available 7 days a week from 3.30 a.m. to 11.59 p.m. However, the Customer acknowledges that at certain times some or all of the Internet Banking Services may not be accessible due to system maintenance or reasons beyond the control of KFHM Notwithstanding the above, the Customer acknowledges that KFHM specifically does not warrant that the Internet Banking Service will be available at all times.

9.2. In the event that any or all of the Internet Banking Services are not accessible for whatever reason, the Customer agree to use alternative means, including but not limited to KFHM's Automated Teller Machine or KFHM branch, to issue instructions in respect of the Internet Banking Services.

9.3 KFHM may at any time and from time to time, without prior notice and at its absolute discretion, withdraw any of the existing services or vary or modify its existing services of without assigning any reason thereof and the Customer agrees that the Bank shall not be liable for any loss or damage which the Customer may suffer as a result of the Bank's actions.

10. Availability of Funds

10.1 The Customer agrees and accepts that KFHM reserves the right to impose such limits and conditions to all the transactions performed by the Customer through the Internet Banking Services as KFHM 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 KFHM from time to time. The Customer shall ensure that the limit shall be observed.

10.2 In the event that the Customer's account is overdrawn for any reason whatsoever including the exercise by KFHM of its right of set-off or as a result of KFHM executing the Customer's instructions, the Customer shall on demand pay to KFHM the amount of moneys overdrawn and until such payment, the Customer shall abstain from performing any other transaction in the Customer's account through KFHM Services or otherwise.

11. Account Information

11.1 KFHM does not warrant the accuracy of any information pertaining to the Customer account (s) as reported through the Internet Banking Services.

11.2 The Customer acknowledged that any information pertaining to their Account(s) as reported through the Internet Banking Services may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by KFHM require verification of KFHM or are in progress. The Customer specifically agree that the account balance as reported through the Internet Banking Services shall not for any purpose whatsoever be taken as conclusive of their Account balance with KFHM

11.3 KFHM will issue the Customer such Statements of Account as agreed in the relevant Account Terms. A Statement of Account will include the Internet Banking Services transactions carried out on Customer instruction which are relevant to their Account(s).

12. Bill Payment

12.1 KFHM may at any time and from time to time, without prior notice, withdraw the Service Provider(s) from its list or amend its list of Service Provider(s) without assigning any reason and the Customer agrees that KFHM shall not be liable for any loss or damage which they may suffer as a result of KFHM's actions.

12.2 The Customer shall adhere to the terms and conditions of each Service Provider (s) with regard to settling of the respective bills.

12.4 The Customer acknowledge that each Service Provider(s) may have requirements as to the procedures of settling their respective Bills, as to when payment of such Bills are to be effected and the terms applicable to such payments. You hereby agree to abide by the requirements and terms of each Service Provider(s) in respect of settling their respective bills as may be varied from time to time.

13. Banker's Cheque Management

13.1 All cheques issued by KFHM for and on behalf of Customer under Banker's Cheque Management must be:

13.1.1 In account payee form only; and

13.1.1 Issued in Ringgit Malaysia only; unless otherwise agreed by the parties in writing

13.2 KFHM may use any of its branches, its related corporation, its affiliate, Clearing House, its correspondent, its agent or any third party in performing any of KFHM's obligations under this Agreement.

13.3 KFHM is authorised to:

13.3.1 Hold any cheques upon its issuance for Customers' collection; or

13.3.2 Upon Customer's instruction and at Customer's risk, send the cheques to Customer or Beneficiaries by mail or courier.

13.3.3. Issue cheque if there are sufficient, clear, free and available funds in the Designated Account with the relevant amount required for the payment and the relevant fees and /or charges

13.4 KFHM may reject any payment instruction received by KFHM:

13.4.1 If any of information comprised in the payment instruction is incomplete and/or ambiguous; and/or

13.4.2 If the payment instruction is not in the form or format prescribed or approved by KFHM at relevant time.

13.4.3 If the conditions imposed on the funds available in the Designated Account as stipulated in Clause 13.3.3 above are not complied with.

13.5 KFHM shall treat a payment instruction as received when it has received all relevant authorisations. Any payment instruction received after the cut-off time on any day will be treated as received on the next working day.

13.6 Customer may request the KFHM to stop / cancel payment and reissue payment for any issued cheque which has been stolen, lost or destroyed, or to cancel issuance of any unissued cheque. Such request shall comply with and shall be carried out in accordance with the procedures set out in Security Procedures.

13.7 If stop / cancel payment of any cheque is not permitted by the law or any guidelines issued by Bank Negara Malaysia or other Public Authority, the KFHM retains reasonable discretion not to accede to a request to stop / cancel payment of any cheque.

13.8 If any cheque is not presented for payment on or before its Expiry Date, then the KFHM will upon Customer's request or after a reasonable time (as determined by KFHM in its reasonable discretion) after the Expiry Date of that cheque:

a) credit to Customer's Account(s) the amount of that cheque;

b) send to Customer a new cheque in favour of Customer for the amount (less any fees, disbursements and any other charges) stated in the cheque; or

c) If Customer ceases to have any banking relationship with KFHM and KFHM is unable to locate Customer after making reasonable effort to do so, KFHM may pay such amount to Bank Negara Malaysia under the Unclaimed Monies (Amendment) Act 2002 (Act 1161).

14. Rules and Regulation Governing the Designated Account

14.1 The rules, regulations, terms and conditions governing and regulating the use of Designated Account with KFHM shall apply to all transactions effected through the Services in addition to the terms and conditions here; in so far they are not inconsistent with the rules and regulations governing the operation of accounts in KFHM. In the event of any inconsistency between the terms and conditions and rules and regulations governing the operation of the Designated Account and those for the operation of accounts other than through the Services, the terms and conditions and rules and regulations governing the Designated Account shall prevail.

15. Fund Transfer

15.1 Funds Transfer instruction where the Customer are transferring funds to either their own Account or a third party account maintained with KFHM will be transacted and received by the payee immediately.

15.2 Funds Transfer instruction where the Customer are transferring funds to a third party account maintained with KFHM shall subject to such limits and conditions as imposed and/or revised by KFHM or relevant authorities at their absolute discretion from time to time.

16. Remittances

16.1 All Remittances 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.

16.2 Neither KFHM nor the Correspondent shall be liable for any loss, damage or other consequences due to:-

16.2.1 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

16.2.2 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

16.2.3 Charges levied by any person other than KFHM; or

16.2.4 Any other cause whatsoever beyond the control of KFHM or the Correspondent.

17. Foreign Remittances

17.1 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. KFHM 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. KFHM shall not be liable to the Customer for any loss incurred as a result of any fluctuation in the rate of exchange.

17.2 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.

18. Trade Services

The expression "Trade Services" shall mean trade finance facilities, products and services made available by the Bank to the Customer upon the granting of a trade line.

18.1 The Customer agrees and acknowledges that whilst the Bank shall carry out the Customer's Trade Finance Instructions with due and reasonable care, the provision by the Bank of Trade Services is strictly in accordance with such Instructions and it is the sole responsibility of the Customer to give accurate and complete Instructions.

18.2 The Customer acknowledges that the Bank may, subject to any exchange control regulations of Bank Negara Malaysia or any other applicable rules and/or regulations issued by any applicable regulatory bodies or authorities, specify limits on the number of transactions the Customer may make using the Bank's Trade Services and the amounts to be credited to a third party under the same.

18.3 The Bank shall not be liable for any failure to complete or execute a Trade Services Instruction where:-

18.3.1 there is an error in the information or Instructions given by the Customer, during the course of transmission through KFHM Online;

18.3.2 the Customer fails, neglect, omits or otherwise chooses not to follow the latest or current instructions,

18.3.3 procedures and directions for using KFHM Online; or

18.3.4 The Bank knows or has reasons to believe that a fraud, criminal act, offence, or violation of any law or

18.3.5 regulation has been or will be committed.

18.4 The Bank assumes no liability or responsibility for any of the following:-

18.4.1 any Loss caused by or arising from inaccurate or incomplete Instructions given by the Customer;

18.4.2 the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document(s), or for the general and/or particular conditions stipulated in the document(s) or superimposed thereon;

18.4.3 the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods represented by any document(s);

18.4.4 the good faith or acts and/or omissions, solvency, performance or standing of the consignors, the carriers, the forwarders, the consignees or the insurers of the goods, or any other person whomsoever; and/or

18.4.5 in the event that the Bank utilises the services of another party as an agent to carry out and give effect to the Customer's Trade Services Instructions, the consequences arising from (a) the delay and/or loss in transit of any message(s) or instruction(s) given by the Bank to such party or (b) the failure of such party to carry out the Bank's instructions to it or error made by such party in carrying out such instructions, even if such party was chosen by the Bank on its own initiative.

18.5 The Customer shall be liable to pay any charges, including commissions, fees, costs or expenses imposed by a third party and incurred by the Bank in connection with the Customer's Trade Services Instructions. The Customer shall also be liable to indemnify the Bank against all obligations and responsibilities imposed by the third party.

19. Customer Responsibilities for Security

19.1 To prevent unauthorised access and to ensure only the Customer can access and using the services, the Customer should adhere to the following security procedures at all times:

19.1.1 It is the Customer sole responsibility to ensure that the Username and password stay secret. The Customer should not disclose to anyone, not even to their joint account holder, or a KFHM employees / Helpdesk. If the Customer feel that their Username and password is known to someone else, the Customer should immediately change their password or call the KFHM Contact Centre at 603-2168 0000 as soon as possible.

19.1.2 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. KFHM 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 Service.

19.1.3 The Customers are also responsible for their own personal computer anti virus and security measures to prevent any unauthorised access to the Customer transactions and accounts via the Internet Banking Service. The Customers are advised to follow any other security regulations/procedures prescribed by KFHM whether in the website or under any other agreement with KFHM.

19.1.4 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 KFHM knows of any irregularity or errors. Should there be any unauthorised transactions or unauthorised access suspected, the Customers must immediately call KFHM Contact Centre at 603-2168 0000.

20. Customer's Confidentiality

20.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon KFHM under the Islamic Banking Act 1983 and undertakes not to do or cause to be done any act or omission which may cause KFHM 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.

20.2 Should the Customer received any data and information through KFHM's Internet Banking Services which is not intended for the Customer's computer system immediately and that they shall notify KFHM by telephone immediately and in any case not later than 12 hours thereof.

21. Customer's Particulars

21.1 The Customer shall promptly notify KFHMB in writing or by such other means as KFHMB deems acceptable of any changes or variations in Customer personal particulars and KFHMB shall be entitled to assume that there have been no changes or variation until KFHMB has received notice thereof by the Customer.

22. Disclosure

22.1 The Customer hereby consents to the disclosure of the Customer's personal information to such persons stated herein and as permitted by law.

22.2 KFHMB may at any time furnish or disclose to and of the following person:-

- a) Biro Maklumat Cek or such other authority or body established by Bank Negara Malaysia;
- b) The Central Credit Unit of Bank Negara Malaysia;
- c) Any other Public Authority;
- d) Any potential assignee;
- e) The KFHMBs auditors, solicitors, agents, service providers, professional advisers and companies which are in the future maybe a related company of the KFHMB.

any information relating to Customer of any other information which the KFHMB considers appropriate.

22.3 Whilst KFHMB will use its best endeavours to ensure that all information transmitted or received using KFHMBs Internet Banking Services is secure and cannot be accessed by unauthorised third parties; KFHMB does not warrant the security of any information transmitted by the Customer using the KFHMBs Internet Banking Services. Accordingly, the Customer hereby accept the risk that any information transmitted or received using KFHMBs Internet Banking Services may be accessed by unauthorised third parties and the Customer agree not to hold KFHMB liable for any such unauthorised access or any loss or damage suffered as a result thereof.

22.4 The Customer further agrees that neither KFHMB nor any of its officers shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing of any information concerning the Customer Account(s) with KFHMB as provided for in Customer's Confidentiality above.

23 Links

23.1 Links from or to websites outside this website are meant for convenience only. KFHMB does not investigate, verify, monitor or endorse the content, accuracy, opinions expressed and other links (if any) provided by such resources as such linked website are owned and operated by third parties and are not under the control of KFHMB. Therefore KFHMB shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services.

23.2 Furthermore, the links provided in this website to others shall not be considered as an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at Customer sole risk and KFHMB will not be responsible or liable for any damages in connection with linking. It is advisable for Customer to read the privacy policy statements (if any) of any websites which are linked to this website.

24 Liabilities

25.1 The Customer acknowledges that KFHMB make no warranties or representations of any kind with respect to the Internet Banking Services, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Neither KFHMB nor any other parties involved in the creation, production or delivery of the Internet Banking Services assume any responsibilities with respect to the Customer use thereof. No oral or written information or advice given by KFHMB or KFHMBs employees shall create a warranty in any way increase the scope of the warranty, and the Customer may not rely on any such information or advice.

24.2 KFHMB shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using the Internet Banking Services, arising from (including but not limited to) any of the following:-

24.2.1 Any incorrect description or other errors (including incorrect name(s) or account number(s) or amount of the transaction) in any instructions issued to KFHMB or

24.2.2 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 KFHMB

24.2.3 Breach of the Customer of any 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;

24.2.4 Lack of information or the Customer's failure to provide the necessary information for the proper and complete execution of any Instructions;

24.2.5 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;

24.2.6 The Beneficiary's failure to maintain relevant accounts whether with the KFHMB or otherwise, in order for KFHMB to process the Instruction of the Customer;

24.2.7 Customer's failure to maintain sufficient cleared and available funds in the Customer's account and/or any other applicable accounts for the purpose of the KFHMB to process the Instructions of the Customer;

24.2.8 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;

24.2.9 Any loss, theft, or unauthorised access and/ or use of the Password and/ Customer's information;

24.2.10 the inability to perform or execute any of the Instructions due to limits set by the KFHMB or any other applicable third party, from time to time;

24.2.11 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.

24.2.12 the exercise by the KFHMB of its rights, obligations and discretion under this Agreement;

24.2.13 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

24.2.14 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;

24.2.15 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;

24.2.16 any circumstances beyond KFHMBs reasonable control;

24.2.17 KFHMB acting upon instructions sent electronically or by telephone by Customer or by reason of the KFHMB failing or refusing to so act if, acting in good faith, in the KFHMB's opinion there is or are reasonable ground for such failure or refusal;

24.2.18 any damages or losses arising from unauthorised access to any Channel Service by a third party using any Electronic Keys, Customer ID, Username or Digital Certificate; or

24.2.19 the consequences of any misuse by Customer of any Website or Channel.

25 Proprietary Rights

25.1 The Customer acknowledges that all proprietary rights (including without limitation title, pattern rights and copy rights) in the Internet Banking Services shall at all times vest and remain vested with KFHMB.

26 Fees and Charges

26.1 The Customer acknowledges that KFHMB shall be entitled to levy or impose service charges or transaction fees from time to time in respect of the Internet Banking Services rendered to them subject to KFHMB having given the Customer prior notice thereof.

26.2 Notwithstanding with item 'Fees and Charges', the Customer agree that they shall remain liable to pay any fees and charges payable to KFHMB in accordance with the Account Terms of the Customer Account(s).

26.3 The Customer acknowledges that they are responsible for all telephone charges incurred in accessing and/or connecting to the Internet Banking Services. The Customer is also responsible for any fees and charges imposed by any Network Service Provider.

26.4 Subject to the Account Terms, the Customer acknowledge that KFHMB 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.

27 International Use

27.1 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.

27.2 The maximum amount of transaction and the purpose for which it is affected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

27.3 The Customer hereby agrees that they are using the Internet Banking Services at own initiative and are responsible for their compliance with local laws.

28 General

28.1 The Customer hereby agrees that KFHMB's record and any records of the instruction, communications, operations or transactions made or performed, processed or effected through KFHMBs Internet Banking Services by the Customer or a person purporting to be the Customer with or without the Customer consent or any record of transaction relating to the operation of any of KFHMBs Internet Banking Services shall be binding and conclusive evidence of the transaction and the Customer liability to KFHMB

28.2 The Customer agrees that KFHMB has the sole and absolute right to require the Customer to maintain a minimum balance at any one time in the Customer's Account(s). The Customer failure to maintain such minimum balance as required by KFHMB could at KFHMBs discretion result in a penalty being imposed against the Customer or lead to a suspension or termination of the Internet Banking Services.

28.3 Any instructions transmitted by the Customer after the relevant cut-off time on any day will be posted in the books and records of KFHMB on or for the next business day following the date of instruction.

28.4 The Customer shall not be entitled to use the Internet Banking Services, if there exists any restrictions whatsoever on the Customer Account(s) either imposed by KFHMB or by the relevant authorities.

29 Termination of Services

29.1 KFHMB is entitled to terminate the Customer's right of access to the Internet Banking Services immediately by giving 14 days written notice should:-

- The Customer cease to maintain any Account(s) with KFHMB which can be accessed via the Internet Banking Services or should the Customer access to such Account(s) be restricted by KFHMB or any other party for any reason; or
- Upon breach by the Customer of any terms of the Relevant Agreements or of any other agreement or other instruments between the Customer and KFHMB
- If Customer ceases to have any account and/or banking relationship with KFHMB;
- if it is or becomes or would materially likely to become unlawful for Customer or KFHMB to comply with any or all of each party's respective obligations under the Relevant Agreements or if such compliance shall cause or would be materially likely to cause KFHMB to be in breach of any law or regulatory requirement;
- Upon the occurrence of any other circumstances affecting Customer or the Services which KFHMB acting reasonably considers exceptional.

29.2 The Customer may terminate the Internet Banking Services by giving 30 days prior written notice to KFHMB. The Internet Banking Services shall be cancelled within seven (7) days from the date of KFHMB's receipt of the said notice of termination. The Customer hereby agrees that once the termination notice being issued by the Customer, the Customer is not entitled and shall not use the Internet Banking Services. The Customer further agrees that KFHMB shall not be obliged to effect any of the Customer's instruction received after the date of KFHMB's receipt of the Customer's written notice of termination.

29.3 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions processed by KFHMB on the Customer's behalf.

29.4 This Agreement and the Services provided hereunder may be terminated forthwith: -

29.4.1 By KFHMB without assigning any reason whatsoever by giving fourteen (14) days written notice to the Customer: or

29.4.2 By either party if the other shall be unable to pay its debts within the meaning of Section 218 of the Companies Act 1965 or if a trustee, receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition considering a resolution or other steps are taken for the winding up of the other party.

29.5 Without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law:-

29.5.1 Upon a termination of this Agreement the Equipment and all manuals and other documentary instructions furnished by KFHMB for the Customer's use shall be forthwith returned to KFHMB

29.6 Upon termination of the Service and/or any Relevant Agreement in whole or in part for any reason;

- Customer shall return immediately to KFHMB all copies of Software, User Guides and any other System Materials, related information and equipment supplied by KFHMB (if any);
- Customer shall immediately cause all Software supplied by KFHMB to Customer to be erased from any hardware or other equipment on which it has been installed and certify to KFHMB in writing that the same has been done;
- Customer shall allow KFHMB if necessary to enter the Customer's premises at a reasonable time on reasonable written notice either to verify that Customer has erased all the items listed above or if they have not been erased to erase all such items.
- Customer shall execute all relevant documents to evidence the revocation in whole or in part of any Software License granted to Customer.
- Customer shall pay KFHMB immediately all monies owed to the KFHMB under this Agreement immediately upon demand;
- KFHMB may immediately deny Customer access to the Service;
- All licenses, sub license and other rights granted to Customer under this Agreement are revoked;
- The rights /obligations of the parties that arise prior to the termination shall remain intact and not affected by termination unless stated otherwise and
- All rights granted under this Agreement shall immediately revert to the KFHMB.

30 Indemnity

30.1 The Customer shall indemnify and keep KFHMB indemnified at all times 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's breach or violation of these terms and conditions or any third party rights or the Customer uses or purported use of the Internet Banking Services or due to the delay and/or failure of such Internet Banking Services.

30.2

a) Notwithstanding the above, the Customer shall, subject to clause (b) below, indemnify, defend and hold KFHMB harmless at all times from and against any and all claims, damages, losses, liabilities and costs, expenses (including but not limited to legal fees) of any kind which KFHMB may suffer arising from or in connection with the provision of any Service resulting from:

- any breach by Customer of its obligation under the Relevant Agreements;
- KFHMB acting on Customer's instructions, purported instructions (including STOP, CANCELLATION instructions - Check) or other Communications;
- Any damages or losses arising from unauthorised access to any Channel Service by a third party using any Electronic Keys, Customer ID, Username or Digital Certificate; or
- the use or misuse of the System Materials by Customer, including the unauthorised sale or transfer or sharing of any of the System Materials or the posting of any material on any Website which infringes the rights, including IP Rights, of any party

(b) Customer's obligation to indemnify KFHMB under the paragraph (a) above does not cover situations where KFHMB's loss or damages arises from KFHMB's own negligence or misconduct

(c) This obligation to indemnify KFHMB hereunder shall survive the termination of this Agreement and the Services provided hereunder.

31 Waiver

31.1 No failure or delay on the part of KFHMB in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall effect or impair any right, power, privilege or remedy herein.

32 Severability

32.1 The Customer agrees that if any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in anyway be affected or impaired.

33 Variations of Terms and Conditions

33.1 KFHMB reserves the right to add, amend, delete or vary any of these terms and conditions by way of notice from time to time.

33.2 If Bank Negara Malaysia, Association of Banks in Malaysia or any Public Authority imposes any rules, decisions and rulings that affects the Service or the term of this Agreement, the Bank may vary the terms and conditions of this Agreement as in Clause 34.1 above.

33.3 Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the Internet Banking Services and use of the services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements.

34 Reconstruction

34.1 The obligations and liabilities of the Customer shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of either KFHMB or the Customer or by any company by which the business of either KFHMB and the Customer may for the time being be carried on and shall be available to the company carrying on the business for the time being.

35 Successors Bound

35.1 The Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title or the Customer and on the successors in title, assigns of KFHMB or of any company by which the business of KFHMB may from the time being be carried on, and the Customer shall not be entitled to assign any of the Customer's rights or obligations under the Terms and Conditions herein unless with the express prior written consent of KFHMB

36 Notices

36.1 The Customer hereby consent to all notices and other communications which concern the Internet Banking Services or are required under these Terms and Conditions or may be given by KFHMB in any on one of the following manners:-

36.1.1 By ordinary post to their last known address in KFHMBs records and such notification shall be deemed received two (2) days after posting.

36.1.2 By electronic mail to their last known e-mail addresses in KFHMBs records and such notification shall be deemed received twenty four (24) hours after sending.

36.1.3 By being displayed in KFHMBs premises and such notification shall be deemed effective upon such display.

36.1.4 By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.

36.1.5 By inserting a notice in KFHMBs Statement of Account to the Customer and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer.

36.1.6 Broadcasting a message on KFHMB Internet Banking website.

36.1.7 If notified to the Customer in any other manner as KFHMB deems fit.

36.2 All notices to KFHMB concerning the Internet Banking Services and these Terms and Conditions shall be in writing, signed by the Customer and sent to the KFHMB at the following address or in such other way as KFHMB may notify the Customer from time to time:

Alternate Channels
Kuwait Finance House (Malaysia) Berhad
Level 8, Menara Prestige
1, Jalan Pinang, POBox 10103
50450 Kuala Lumpur, Malaysia

37 Dispute and Enquiries

37.1 Should there be any enquiries or any assistance required, please refer to KFHMB Contact Centre at 603-2168 0000 . In addition, the Customer is advised to review KFHMBs Privacy, Security and Client Charter in this website.

37.2 In the event that the Customer have any complaints and/or disputes arising from the Internet Banking Services and these Terms and Conditions, please refer the matter to the KFHMB at the address stated in Notices above specifying the nature of the complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.

38 Force Majeure

38.1 KFHMB shall not be responsible for any failure to perform any of the KFHMBs obligations under any Relevant Agreements if the KFHMBs performance is prevented, hindered or delayed by Force Majeure.

38.2 If Force Majeure occurs and the KFHMB is prevented and hindered from performing any of its obligations under any Relevant Agreement, such obligations of the KFHMB shall be suspended so long as the Force Majeure continues.

38.3 KFHMB shall not be liable for any inconvenience, loss, damages suffered or incurred by Customer or any third party arising from the KFHMBs failure or delay in performing its obligations due to any Force Majeure.

39 Assignment

39.1 Customer shall not assign or otherwise deal with its rights under this Agreement except with the KFHMB's prior written consent.

39.2 KFHMB may assign or otherwise deal with all or any of its rights and benefits under this Agreement.

40 Time

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

41 Law and Jurisdiction

41.1 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 item Notices above, shall be referred to the Courts of Malaysia.