

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE CUSTOMER'S ACCESS AND THE USE OF BSNeBiz SYSTEM UNDER THE DOMAIN NAME www.bsnebiz.com.my AND THE SERVICES PROVIDED HEREIN BY BANK SIMPANAN NASIONAL ('BSN'). THE CUSTOMER'S USE OF INFORMATION, GRAPHICS AND MATERIALS ON THIS WEBSITE IS GOVERNED BY THESE TERMS AND CONDITIONS.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE SERVICES, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE ACCESS TO THIS WEBSITE AND/OR USE OF THE SERVICES.

1. Definitions and Interpretation

1.1 Definitions

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

"Account" means any account facility made available by BSN to its customers at any time and from time to time for the purposes of facilitating the BSNeBiz System services.

"Approved Communication Channel" means the communication channels (including but not limited to the telephone, computer or any electronic means as may be approved by BSN from time to time and which requires authentication with the requisite security codes prescribed for the respective communication channel) which the Customer may use to issue Instructions to BSN .

"Business Day" means a day on which BSN is opened for business in West Malaysia and East Malaysia, as the case may be, except for public and bank holidays.

"Charges" means such fee and charges as BSN may at any time and at its absolute discretion impose on the Customer and referred to in item 7 herein.

"Customer or the Customer" means where the context so permits, and where applicable, a corporate subscriber to the BSNeBiz System services.

"Instructions" means any instructions given by the Customer to BSN using the Security Codes through BSNeBiz System or through any Approved Communication Channel.

"Network Product Provider" means any Internet product provider or commercial online product provider providing connection to the Internet.

"Security Codes" means the security codes which will identify and verify the Customer when the Customer access and utilize BSNeBiz System services comprising of the User ID, Password and includes any other security codes as BSN may issue from time to time

"Temporary Pin" means a unique string of alphanumeric characters issued by BSN for the Customer's first time login to the BSNeBiz System services and thereafter chosen by the customer from time to time and known only to the Customer and the BSNeBiz Systems, which must be keyed in by the Customer in order for the BSNeBiz System services to authenticate the Customer's user id and grant the Customer access to the BSNeBiz System services.

"Terms and Conditions" means these terms and conditions for BSNeBiz System unless the context requires otherwise and includes any amendments, additions, variations or deletions made from time to time and shall refer to the terms and conditions prevailing at that time and shall be read together with the terms & conditions of any 3rd party or 3rd party products that the BSNeBiz System product may be required to interface with.

"Transaction" means all transactions conducted by the Customer using BSNeBiz System service.

"BSN" refers to Bank Simpanan Nasional, a statutory body established under the Bank Simpanan Nasional Act 1974 (Act 146).

"Username" means identification access code issued by BSN for the Customer to login to BSNeBiz System services which associates the username with the Customer's user profile and account.

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 and neuter gender and vice versa

- b) Where there are two or more persons comprised in the term the Customer or the Customers, 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 the Customer 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 in any language, the English version of these Terms and Conditions shall prevail.

2. Customer Computer Terminals and Network Access

2.1. The Customer shall be solely responsible:

- a) to ensure that the computer terminal and related software and hardware meet the minimum requirements specified by BSN from time to time; and
- b) for the installation, maintenance and security of the Customer's Computer Terminal, related software (including the internet browser software) and hardware used to access BSNeBiz System services.

2.2. BSN shall not be responsible for any loss, damage or expense incurred by the Customer or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

2.3. The Customer's access to BSN's website and BSNeBiz System through a Network Product Provider will be subject to the terms and conditions of the Network Product Provider.

3. BSNeBiz System Services

3.1. General conditions of use:-

- a) The BSNeBiz System services are provided subject to these Terms and Conditions. BSN reserves the right to vary any or all of these Terms and Conditions and/or vary or terminate all or any part of or the scope of BSNeBiz System at any time and from time to time at its absolute discretion with 21 days prior notice (unless stated otherwise herein). The Customer's continued use of BSNeBiz System services will constitute the Customer's acceptance and notification to the Customer of the variations to these Terms & Conditions. Notification can be made by inter alia by posting the notice of the same on www.bsnebiz.com.my.

- b) New/Additional Products - Where BSN offers new or additional services, the Customer's acceptance in the manner prescribed by BSN and use of such new or additional services shall be subject to these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by BSN.

4. Availability of Services

- 4.1. The BSNeBiz System services are available seven (7) days a week, 24 hours a day unless BSN notifies the Customer otherwise or for any reason beyond the control of BSN.
- 4.2. BSN does not in any way, warrant that BSNeBiz System services will be available at all times.
- 4.3. BSN reserves the right to terminate the Customer's access to BSNeBiz System services if the services have not been utilized for a time period determined by BSN at its absolute discretion. BSN may give the Customer prior notice of such termination.
 - a) the Customer breaches or fails to observe any provision of the Terms or where the provision of BSNeBiz System shall be contrary or prohibited by law or regulatory authority or body;
 - b) the Customer has provided BSN with false or incomplete information;
 - c) the Customer becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;
 - d) there are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to us to discontinue BSNeBiz System or the Customer's access to the BSNeBiz System.

5. Instructions

- 5.1. All transactions carried out through the Security Codes shall be deemed instructions and authorization given by the Customer to BSN and BSN 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 enquiry on its part as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions and that BSN shall be in no way responsible for any misuse or unauthorized use of messages or instructions given to BSN.
- 5.2. Notwithstanding that a transaction may be disputed by the Customer for any reason whatsoever including the reason that the person who gave the instructions was not the Customer, BSN shall be entitled to treat such instructions as binding upon the

Customer and BSN shall be entitled to take such steps in connection with or in reliance upon such instructions. BSN will not be held liable for any loss, damages and expenses suffered by the Customer or anyone else for complying with such instructions.

- 5.3. Once issued or transmitted, such instructions shall be irreversible and shall be conclusive evidence that the instructions came from the Customer.
- 5.4. The Customer shall ensure that the instructions are complete, accurate and correct.
- 5.5. BSN shall be entitled to debit the Customer's Account immediately on completion of any transaction instructed by the Customer.
- 5.6. Without prejudice to item 5.3 above, BSN upon receipt of any instructions to cancel, revoke, reverse or amend the Customer's earlier instruction may (but is not obliged to) on a best effort basis attempt to effect such cancellation, revocation, reversal or amendment provided that the Customer's earlier instruction has not been effected or executed by BSN.
- 5.7. BSN reserves the absolute right not to effect the Customer's instructions if they are inconsistent with BSN's policy or rules and regulations or any in force for the time being or for any reasons whatsoever.

6. Transaction Records

- 6.1. Any Instructions transmitted or received by BSN after the relevant 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 BSN from time to time at its absolute discretion without any prior notice to the Customer.
- 6.2. BSN's record of any instructions, communications, operations or transactions made or performed or processed or effected through BSNeBiz System services by the Customer through the use of the Customer's Security Codes or any record of transactions maintained by BSN shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transactions and the Customer's liability there under and the Customer agree not to dispute the validity, accuracy or authenticity of such records and evidence.

7. Service Fees, Commissions & Charges

- 7.1. BSN shall be entitled to impose service fees and other charges in relation to the Customer's use of BSNeBiz System services from time to time.

- 7.2. BSN reserves the absolute right to vary such service fees, commissions and charges at any time and from time to time with 21 days prior notice to the Customer.
- 7.3. For the purpose of collecting such fees, commissions and charges, the Customer hereby authorizes BSN to debit the Customer's Account with its nominated bank(s), such fees, commissions, charges and any Government charges and taxes for the use of BSNeBiz System services.
- 7.4. The service fee shall be debited from the Customer's Account upon processing of the Customer's payment files or base on the Service Level Agreement (SLA).

8. Customer's Responsibilities

- 8.1. Security Details - The Customer shall take all precautions to ensure and prevent unauthorized and fraudulent use of BSNeBiz System services or any part of them and the Security Codes including but not limited to the following:-
 - a) That the Security Codes shall be kept strictly confidential at all times, not accessible to any person (including the employees of BSN under any circumstances whatsoever). Any advice sent to the Customer concerning the Security Codes should be destroyed after the Customer have read them;
 - b) that the Customer shall not utilize BSNeBiz System services through Internet Cafes or any public access terminals which may compromise the security of the Account;
 - c) the Customer shall change the Customer's e-Pin from time to time;
 - d) Ownership: The Security Codes issued to the Customer shall remain the property of BSN. Upon termination of BSNeBiz System gateway services, the Customer shall be responsible for destroying the Security Codes; if the Customer has not already done so;
 - e) Non-Transferability : The Security Codes are issued solely for the Customer's use and the Customer shall not transfer, pledge or otherwise use it as security in any form nor part with the use of the same to any other person;
 - f) Loss, Theft or Damage to the Security Codes: The Customer shall immediately inform BSN in writing and by calling BSN's Contact Centre at 1300-88-1900 (during office hours) in the event of any loss, theft or damage to the Security

Codes. Until and unless there is a replacement of the Security Codes, BSN shall not be responsible and liable for any loss or damages suffered for all unauthorized transactions carried out through the use of the Customer's Security Codes until such time when BSN has received written notification of the same from the Customer;

- g) Exposure of the Security Codes: If the confidentiality of the Security Codes have been breached or suspected to have been breached, the Customer shall immediately change the Customer's password to protect the Customer's own interest. BSN shall not be held responsible or liable for any consequences that the Customer may suffer should the Customer fail or neglect to make such changes.

9. Compliance with Other Laws

The use of BSNeBiz System services is at all times subject to the laws and regulations governing such services which are in force for the time being or as may be amended from time to time.

10. Liabilities of the Parties

10.1. By using BSNeBiz System services, the Customer acknowledges and agrees:-

- a) to accept the inherent risks associated with carrying out transactions through the Internet; and
- b) that BSN do not make any representations or warranties whether expressed or implied with respect to BSNeBiz System services, including but not limited to merchantability and fitness for a particular purpose. No oral or written communication or advice issued by BSN and their respective personnel, employees or agents shall extend or supersede the scope of this warranty.

10.2. The Customer shall be responsible and liable for the following:-

- a) any loss or damages suffered for all unauthorized transactions carried out through the user of the Customer's Security Codes until such time when BSN has received written notification of the same from the Customer;
- b) any loss or damages suffered and all risk arising, in the event the Customer do not cancel BSNeBiz System services in accordance with the relevant procedures set out by BSN for the use of BSNeBiz System services;

c) any loss or damage suffered by BSN as a result of the Customer's breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by BSN.

10.3. Without prejudice to any other provisions herein, BSN shall accept no liability in any event for any damages or loss of any kind, including (without limitation), direct, indirect, incidental, special or consequential damages, expenses or losses arising out of , or in connection with the Customer's use or inability to use the BSNeBiz System services, or in connection with any error, omission, defect, computer virus or system failure or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such losses or damages, arising out of or in connection with the access of and/or termination of the BSNeBiz System product.

10.4. Subject to the provisions herein, the Customer agree that BSN's sole and entire liability to the Customer in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount equivalent to 6 times the product fee applicable for the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

10.5. Each provision of this Clause 10 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or BSNeBiz System in general.

10.6. Without limiting the generality of the Clause 10.3, BSN shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer or any third party by reason or arising from:

- a) the Customer's failure to provide accurate, complete and timely instructions to BSN or the Customer's failure to comply with these Terms and Conditions; or
- b) for the Customer's inability to perform any of the transactions due to limits set by BSN from time to time; or
- c) any error, alteration, destruction of the Instructions, data or information to or from BSN through BSNeBiz System services and the Internet; or
- d) any intrusion or attack by any person or party on any hardware, software or system used in relation to BSNeBiz System services or on the Internet , including but not limited to viruses, Trojan Horses, worms and/or macros or other

harmful components or disabling devices that may suspend, disrupt or disable BSNeBiz System service or any part thereof; or

- e) any restriction or prohibition on the use of BSNeBiz System services by any laws or regulations of any country from where the Customer access BSNeBiz System services; or
- f) any loss or damage caused by equipment, the Internet browser providers or by the Internet Product Providers or their agents or sub-contractors; or
- g) any breakdown or malfunction of any equipment, system or software used in connection with BSNeBiz System services, whether belonging to BSN or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system; or
- h) any use, misuse, purported use or misuse, loss, theft or unauthorized use of the Customer's Security Codes or the purported use or misuse of BSNeBiz System services ; or
- i) the Customer's failure to comply with the latest instructions, procedures and directions for use of BSNeBiz System services; or
- j) the corruption or loss of any data or instruction or in the course of transmission thereof whether through the Internet Banking products or otherwise used by BSN or any other third party whether or not in connection with the Customer's Accounts or BSNeBiz System services; or
- k) in the event BSN is unable to perform any operations or to provide any of the services due to any reason beyond BSN 's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, or any failure, delay or disruption to electricity, fuel supply or products provided by the Network Product Provider or any factor beyond the control of BSN.

11. Indemnity

The Customer undertakes to indemnify BSN carefully and completely and against all claims, demands, action, proceedings, costs, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever

nature or description which may be made, taken, incurred or suffered by BSN in connection with or in any manner arising out of the provision of BSNeBiz System services or the acceptance of any Instruction given by the Customer or breach by the Customer of any of the Terms and Conditions. The Customer's obligations hereunder shall survive the termination of these Terms and Conditions.

12. Severability and Waiver

- 12.1. If any provision herein 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 in these Terms and Conditions.
- 12.2. No failure or delay on the part of BSN in exercising nor any omission to exercise any right, power, privilege or remedy accruing to BSN upon any default on the Customer's part shall affect or impair any such right, power or privilege or remedy or be construed as a waiver thereof or an acquiescence in such default nor shall any waiver or action by BSN in respect of any default or acquiescence to any such default affect or impair any right, power, privilege or remedy of BSN in respect of any subsequent default.

13. Notices

- 13.1. Any notices required to be given in respect of BSNeBiz System service by BSN to the Customer may be given in any of the following manner as determined by BSN in its absolute discretion: -
 - a) by electronic mail to the Customer's last known e-mail address in BSN 's records and such notices shall be deemed to be received after 24 hours from transmission; or
 - b) by facsimile or telex to the Customer's last known facsimile or telex number in BSN 's records and such notices shall be deemed to be received upon confirmation of the transmission from the transmitting machine; or
 - c) by ordinary post or registered post or courier sent to or left at the Customer's last address registered with BSN and shall be deemed received by the Customer within five (5) Business Days from posting if sent by ordinary or registered post and within three (3) Business Days from sending if sent by courier; or

- d) by displaying the notices at BSN's branch premises or BSN 's website and such notices shall be deemed effective within twenty one (21) days from the date of such display; or
- e) by way of advertisement or general notice in one major national newspaper and the notice shall be deemed effective from the date of such notice or the date specified in the notice, as the case may be.

13.2. Unless otherwise provided herein any notices (excluding Instructions) required to be sent hereunder by the Customer to BSN may be given in any of the following manner:-

- a) through BSNeBiz System service to BSN and such notices shall be deemed to be received once the Customer receive a confirmation of such receipt via electronic mail from BSN ; or
- b) via the Approved Communication Channel to BSN at the address stated in Clause 16 below.

13.3. The Customer shall promptly inform BSN of any changes in the Customer's personal details, the Customer's telephone or facsimile numbers or the Customer's electronic mail, correspondence and/or residential address in writing or via an Approved Communication Channel.

14. Disclosure

14.1. The Customer agrees that BSN and each of its officers may divulge or disclose information pertaining to the Customer's Accounts, affairs and/or transactions or instructions made pursuant to BSNeBiz System service:-

- a) and that the Customer hereby expressly consent to the disclosure of the above by BSN to the following parties:
 - i. The Bank's head office and branches;
 - ii. Bank Negara Malaysia;
 - iii. The Central Credit Unit and Central Credit Reference Information System established by Bank Negara Malaysia; and

- iv. Any person and/or party to whom the Bank is under an obligation to make disclosure under the requirements of any law, rules, regulations and/or guidelines binding on the Bank or any other authority which has jurisdiction over the Bank.
- b) to the subsidiary of BSN PROVIDED THAT to whom such information is disclosed to and the purpose of such disclosure will be notified by BSN to the Customer PROVIDED FURTHER THAT BSN shall take all reasonable care to ensure that such information shall remain confidential within BSN's group of subsidiaries.
- c) to any other third parties SUBJECT TO the Customer's express consent to the same (excluding information relating to the affairs or account of the Customer).

15. Reconstruction of BSN

The Customer's obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of BSN or by any other changes by which the business of BSN may for the time being be carried on and shall be available to the Customer carrying on the business for the time being and the Customer agree that no such changes shall affect the obligations and liabilities created herewith in relation to any transaction whatsoever whether past, present or future.

16. Enquiries, Dispute Resolution and Hotline Numbers for Loss, Theft or Damage to the Security Codes

For loss, theft or damage to the Security Codes and/or complaints or disputes (please specify the nature of the complaint or dispute) and for any queries or if the Customer need any assistance, please call BSN's Contact Centre at 1300-88-1900.

17. Governing Law

- 17.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Customer hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia in Kuala Lumpur or the courts of such other competent jurisdiction as BSN may at its sole discretion elect to submit and the product of any legal process may be effected by any manner permitted by law.
- 17.2. This product is designed for use in Malaysia only and is not directed to, not intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of this product or such distribution or use would be contrary to local law or regulation.