

TERMS AND CONDITIONS OF ACCESS AND USE OF SMEXPERT MOBILE APP

No.	Clause																		
01	<p>THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) APPLY TO THE ACCESS AND SHALL GOVERN THE USE OF THE SMEXPERT MOBILE APPLICATION (“THE APP”) PROVIDED BY BANK ISLAM MALAYSIA BERHAD (“BANK ISLAM”). YOU ARE ADVISED TO READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE CONTINUING YOUR ACCESS/USAGE OF THE APP.</p> <p>IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DISCONTINUE YOUR ACCESS/USAGE BY UNINSTALLING THE APP IMMEDIATELY.</p>																		
02	<p>Definitions In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:</p> <table border="1" data-bbox="199 638 1484 1800"> <thead> <tr> <th data-bbox="199 638 758 705">Terms</th> <th data-bbox="758 638 1484 705">Definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="199 705 758 840">“Affiliates”</td> <td data-bbox="758 705 1484 840">Any entity, company, corporation or institution which may offer products, services, contents or information in the App from time to time.</td> </tr> <tr> <td data-bbox="199 840 758 1019">“Authentication”</td> <td data-bbox="758 840 1484 1019">Any form to authenticate or verify your identity to enjoy additional discounts including but not limited to: a) Password; and/or b) User ID.</td> </tr> <tr> <td data-bbox="199 1019 758 1131">“Contents”</td> <td data-bbox="758 1019 1484 1131">Information, materials, products, services, advice, data and communication contained or displayed in the App.</td> </tr> <tr> <td data-bbox="199 1131 758 1332">“SMEXpert Mobile Application” or “the App”</td> <td data-bbox="758 1131 1484 1332">Mobile application which may be downloaded and installed by you via iOS or Android mobile devices to access financial solution offered by Bank Islam, and find useful information that can help to grow your business, including the promotions offered by Bank Islam’s Merchant.</td> </tr> <tr> <td data-bbox="199 1332 758 1444">“Financial Solutions”</td> <td data-bbox="758 1332 1484 1444">Facilities, products and services of Bank Islam that are made available in the App.</td> </tr> <tr> <td data-bbox="199 1444 758 1579">“Business Day”</td> <td data-bbox="758 1444 1484 1579">Any day from Monday to Friday on which Bank Islam is open for business in Malaysia, but does not include any public holiday.</td> </tr> <tr> <td data-bbox="199 1579 758 1691">“You”, “Your”, “you” or “your”</td> <td data-bbox="758 1579 1484 1691">The user of the App</td> </tr> <tr> <td data-bbox="199 1691 758 1800">“Network Service Provider”</td> <td data-bbox="758 1691 1484 1800">Any internet service provider or commercial online service provider providing connection to the internet.</td> </tr> </tbody> </table>	Terms	Definition	“Affiliates”	Any entity, company, corporation or institution which may offer products, services, contents or information in the App from time to time.	“Authentication”	Any form to authenticate or verify your identity to enjoy additional discounts including but not limited to: a) Password; and/or b) User ID.	“Contents”	Information, materials, products, services, advice, data and communication contained or displayed in the App.	“SMEXpert Mobile Application” or “the App”	Mobile application which may be downloaded and installed by you via iOS or Android mobile devices to access financial solution offered by Bank Islam, and find useful information that can help to grow your business, including the promotions offered by Bank Islam’s Merchant.	“Financial Solutions”	Facilities, products and services of Bank Islam that are made available in the App.	“Business Day”	Any day from Monday to Friday on which Bank Islam is open for business in Malaysia, but does not include any public holiday.	“You”, “Your”, “you” or “your”	The user of the App	“Network Service Provider”	Any internet service provider or commercial online service provider providing connection to the internet.
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	<p><i>"Password"</i></p> <p>A unique string of characters (includes alphanumeric and selected symbols) chosen by you and known only to you and Bank Islam's computer system, constitutes the other part of your electronic signature, which must be keyed in by you to allow the App to authenticate your User ID and grant you access to the App to enjoy promotions offered by Bank Islam's merchant..</p> <hr/> <p><i>"Push Notification"</i></p> <p>Alert, system maintenance, promotion and other types of message that may be sent to your mobile device even if your mobile device is locked, on standby, or the App is not running.</p> <hr/> <p><i>"Secured Messaging (Notification)"</i></p> <p>Alert and notification service made available in the App.</p> <hr/> <p><i>"Terms and Conditions"</i></p> <p>These Terms and Conditions governing the use of the App.</p> <hr/> <p><i>"User ID"</i></p> <p>Refers to your email address used for registration in the App which will be part of the Authentication.</p> <hr/>
03	<p>Miscellaneous Interpretation</p> <p>a. Words importing the singular shall include the plural and vice versa.</p> <p>b. Words importing the masculine gender shall include the feminine and neuter genders and vice versa.</p> <p>c. 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.</p> <p>d. 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.</p> <p>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 these Terms and Conditions shall prevail.</p>
04	<p>Access to the App</p> <p>4.1 You can access the App by downloading the latest version via AppStore for iOS or Google PlayStore and Huawei AppGallery for Android. The Application shall be downloaded only from the authorised Apple App Store, Google Play or other application stores that is approved by Bank Islam. You acknowledge that the access and use of the App shall depend on the type of access and agree that not all such services shall be available.</p>
05	<p>Availability of Service</p> <p>5.1 The App is intended to be available 24 hours a day, 7 days a week. However, you acknowledge that at certain times, part or all of the App may not be accessible due to system maintenance or reasons</p>

	beyond the control of Bank Islam. Bank Islam will use reasonable efforts to notify you on the unavailability of the App from time to time.
06	<p>International Use</p> <p>6.1 You hereby agree that you are using the App at your own initiative and are responsible for your compliance with local laws.</p> <p>6.2 The Contents made available in the App are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Bank Islam to any restriction within such jurisdiction or country.</p>
07	<p>Your Responsibility, Conduct and Undertaking</p> <p>7.1 You are advised to seek independent legal, financial or other advice as you think necessary at any time before making any decision based on the Contents made available in the App.</p> <p>7.2 You shall be solely responsible in making your own assessment when accessing/using the App and the Contents in the App.</p> <p>7.3 You agree that the access and use of the App shall at all times be in accordance with all legislation, laws and regulations governing the same and you shall not, at any time whatsoever, attempt or assist any other person to transmit any Contents through the App, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or paedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency involving any Shariah non-compliance event.</p> <p>7.4 You also agree not to hack or attempt to gain unauthorised access into the App, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse the App. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify Bank Islam immediately and in failing or delaying to do so, you may also be held liable for the same.</p> <p>7.5 You shall be responsible to use necessary hardware and/or software including any new and recent versions thereof, which is necessary to obtain access to the App at your own risk and expense.</p> <p>7.6 You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to the App and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.</p> <p>7.7 You agree and acknowledge that all fees, charges, taxes and duties including but not limited to telephone and telecommunication charges, relating to your access and connection to the App including any fees and charges imposed by any Network Service Provider shall be borne solely by you, and Bank Islam shall neither be responsible nor liable in relation thereto.</p> <p>7.8 You acknowledge and agree that Bank Islam shall not be held liable for your inability to access the App or any part thereof as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary hardware and/or software including but not limited to any failure to upgrade the relevant software or to use the new and recent versions of the same as may be required by Bank Islam.</p> <p>7.9 You agree to observe all security measures in relation to the access and usage of the App as specified in these Terms and Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.</p>

7.10	You shall observe all reasonable propriety and etiquette in your communications with Bank Islam and shall not communicate any obscene or defamatory information to Bank Islam whether through the App or otherwise.
7.11	You are advised to regularly check notices sent by Bank Islam via Secured Messaging (Notification) to ensure you are aware of any update of Bank Islam's relevant and applicable policies and practices and other terms applicable to the App.
7.12	You shall not download, install or use the App on a jail-broken or rooted device. Unauthorised modifications to any tablets' and mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Bank Islam strongly cautions against downloading, installing or using the App in any hacked tablets and mobile devices.
7.13	You shall at all times ensure that the App shall be used solely in compliance with the Shariah principles.
7.14	To prevent unauthorised access and to ensure only you can access and use the App, you should adhere to the following security procedures at all times:
7.14.1	You agree and acknowledge that you shall at all times keep your Authentication secure, and shall not share or disclose your Authentication to any person whatsoever, including any officers of Bank Islam.
7.14.2	You shall, at all times, observe all security measures as may be prescribed by Bank Islam in relation to your Authentication and further, you shall take all reasonable precautions necessary to ensure that no other persons have or will be granted access to your Authentication and such precautions may include, among others, immediately memorising the Authentication and destroying any envelope or document on which it is stated (if any), not retaining the Authentication in any form except in memory, not leaving the computer or any devices unattended whilst accessing the App and ensuring that others do not see you entering of your Authentication upon access to the App as well as ensuring you properly log-off from the App upon completion of your use thereto.
7.14.3	You agree that you shall, at all times, be responsible for all access and/or use of the App made via your Authentication whether it was in fact made by you or by any other person(s) purporting to be you.
7.14.4	If you discover or have reasonable grounds to believe that your Authentication has been compromised in any way, you shall immediately notify Bank Islam or Bank Islam Contact Centre as specified in Clause 19.1 and/or in accordance with such terms, conditions and/or procedures as may be communicated by Bank Islam from time to time.
7.14.5	Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your Authentication is due to your actions, fraud, disclosure, abuse or misuse, which are deliberate, you shall be liable for such use even if a notification is made pursuant to Clause 7.14.4 above.
7.14.6	You are responsible for your own personal computer's, mobile's or electronic device's anti-virus and security measures to prevent unauthorised access to your profile via the App. You shall comply with any other security rules prescribed by Bank Islam from time to time whether in the website, under any other terms and conditions with Bank Islam, or otherwise notified to you by Bank Islam.
7.14.7	You shall be fully responsible to download and install the correct SMEXpert Mobile Application.
7.14.8	You shall be responsible not to access the App through public Wi-Fi or hotspot and you shall log-off from the App upon completion of your use thereto.

08	<p>Links</p> <p>8.1 Throughout your access and use of the App, you will come across hyperlinks to third parties' websites, which are not under Bank Islam's control, unless stated otherwise. These hyperlinks are provided for your reference only and do not represent in any way whatsoever Bank Islam's endorsement or sanction of the same. Accordingly, Bank Islam shall not be responsible or liable for your access and use of the same or any information or materials available therein. Bank Islam shall also not be responsible for any form of transmission or communication between you and the said third parties or your participation or use of their information, materials, services or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof.</p>
09	<p>Confidential Information</p> <p>9.1 You are advised to read and understand Bank Islam's Privacy Notice (which is available at https://www.bankislam.biz) and these Terms and Conditions. Your continuance access and use of the App shall be regarded as you agree to be bound to the said Privacy Notice and all terms and conditions contained and referred herein.</p> <p>9.2 It is Bank Islam's policy to respect the privacy of any information disclosed by you pursuant to your access or use of the App ("Confidential Information"). Accordingly, Bank Islam will neither edit nor disclose your Confidential Information unless Bank Islam is required to do so in accordance with any legislation, laws or regulations, to protect Bank Islam's rights and property, enforce any provision in these Terms and Conditions, respond to any claim that the Contents violates the rights of another person or as otherwise provided herein.</p> <p>9.3 Notwithstanding the above, Bank Islam may from time to time disclose your Confidential Information (only in aggregate or demographic form) to relevant parties for their records. Further information on how Bank Islam values your privacy and strive to safeguard your Confidential Information in compliance with the laws of Malaysia is provided for in Bank Islam's Privacy Notice.</p> <p>9.4 In the event you provide personal information relating to third parties for the purpose of referring such third parties to Bank Islam on the Financial Solutions offered, you</p> <p>(a) confirm that you have obtained their consent to provide their information to Bank Islam and consented for Bank Islam's staff to contact them to promote Bank Islam's products within 30 days from the date information is submitted in the App. ;</p> <p>(b) agree to ensure that the personal information of the said third parties are accurate;</p> <p>9.5 You further agree that Bank Islam shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information provided by you to Bank Islam or the Affiliates through the App, as the case may be, or in relation to any access or use, or the inability to access or use of the App or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever except such losses and damages were directly attributable by Bank Islam's gross negligence, wilful default or fraud.</p> <p>9.6 This clause shall be without prejudice to any other clause in the Terms and Conditions which provides for the disclosure of information.</p>

10	<p>Proprietary Rights</p> <p>10.1 Copyright</p> <p>10.1.1 Unless otherwise indicated, the copyright of the App and its Contents, including but not limited to the text, images, graphics, sound files, video files, and their arrangement, are the property of Bank Islam, and are protected by applicable Malaysian and international copyright laws. No part or parts of the App may be modified, copied, distributed, retransmitted, broadcasted, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent from Bank Islam.</p> <p>10.1.2 You also may not, without Bank Islam's express prior written consent, insert a link to the App on any other website, frame or "mirror" any material contained in the App on any other server.</p> <p>10.1.3 Any such unauthorised reproduction, retransmission or other copying or modification of any of the Contents of the App may be in breach of statutory or common law rights which could be the subject of legal action. Bank Islam disclaims all liability which may arise from any unauthorised reproduction or use of the Contents of the App.</p> <p>10.2 Trademarks</p> <p>10.2.1 Unless otherwise indicated, all trademarks, service marks, and logos displayed in the App are the property of Bank Islam and/or the Affiliates as identified in the App.</p> <p>10.2.2 Unless with prior written consent of Bank Islam or the Affiliates of any of the trademarks, service marks or logos appearing on the App has been obtained, no license or right is granted to any party accessing the App to use, download, reproduce copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of Bank Islam or the Affiliates has been obtained, no such trade mark, service mark or logo may be used as a link or to mark any link to the App or any other site.</p>
11	<p>Miscellaneous</p> <p>11.1 Bank Islam reserves the right to modify (including limit, replace or delete) the App and the Contents or any portion thereof as well as to terminate or restrict your access and/or use of the same at any time. Pursuant thereto, where Bank Islam believes that such modifications are substantial or materially affect your access and use of the same, Bank Islam shall notify you of such modifications by notice, among others, via Secured Messaging (Notification) at least 7 days before the said modifications come into effect, except where circumstances beyond Bank Islam's control, limit, ability and efforts to do so.</p>
12	<p>Variations of Terms and Conditions</p> <p>12.1 The Bank shall be entitled to vary or amend the terms and/or conditions of these Terms and Conditions subject to the Shariah rules & principles with 21 days' notice in writing and such amendments and variations shall have similar effect as those herein before referred to in this Terms and Conditions and nothing herein shall be construed so as to restrict or curtail or prejudice any of the rights of the Bank herein to vary or amend the terms and/or conditions without the necessity to obtain the your consent or confirmation.</p> <p>12.2 If you do not accept or not agreeable with the revised Terms and Conditions, you are advised to discontinue your access/usage by uninstalling the App immediately.</p>

13	<p>Disclaimers</p>
13.1	<p>The Contents contained in the App does not constitute an invitation to treat or offer to enter into legally binding contract with Bank Islam and is provided for general information only.</p>
13.2	<p>References to Contents contained in the App include such information and material provided by the Affiliates. Bank Islam advises you to visit, telephone, e-mail, fax or write to the Affiliates for more information or to confirm the information contained herein.</p>
13.3	<p>Bank Islam makes no representation that the materials, information, functions and/or services provided on the App are appropriate or available for use in jurisdiction other than Malaysia.</p>
13.4	<p>Bank Islam does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the App, the material, information and/or functions therein.</p>
13.5	<p>Bank Islam shall not be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of savings arising incurred by you or any other person in connection with your access or use or the inability to access or use the App (or any third party link to or from the App), reliance on the information, opinions or recommendations contained in the App, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise, whether or not you have been advised of the possibility of such damages or loss. You shall not be liable under this provision if the losses whatsoever suffered by you or any other party are due to Bank Islam's negligence, omission, and wilful misconduct and fraud. This exclusion clause shall take effect to the fullest extent permitted by law.</p>
13.6	<p>Without limiting the generality of Clause 13.4 above, Bank Islam shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurred:-</p>
13.6.1	<p>Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server, mobile or other device or system whether or not owned, operated or maintained by you, Bank Islam or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any authentication;</p>
13.6.2	<p>Any malfunction, breakdown, disruption and/or unavailability of the App, or any portion thereof, howsoever arising;</p>
13.6.3	<p>Any failure or delay caused by your internet browser, operating system, personal computer, electronic or mobile device or other software, computer virus or related problems;</p>
13.6.4	<p>The corruption, destruction, alteration, loss of or error in any data or information in the course of transmission through the App;</p>
13.6.5	<p>Any intrusion, interference or attack by any person, virus, trojan horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;</p>
13.6.6	<p>Any use of the App on a jail-broken or rooted device as set out in Clause 7.12 above;</p>
13.6.7	<p>Any loss, theft or unauthorised use of your Authentication;</p>
13.6.8	<p>Any remote interception as a result of a malicious program stored in any telecommunications, computer, mobile or any other devices whether or not owned, operated or maintained by you;</p>

	<p>13.6.9 Any purported access to and use of the App, your Authentication as well as any other software or hardware provided by Bank Islam to you, if any;</p> <p>13.6.10 Any malfunction or breakdown in the software or hardware provided by Bank Islam to you, if any;</p> <p>13.6.11 Any unauthorised access and/or use of the App by any person, whether remotely performed or otherwise;</p> <p>13.6.12 Any prohibition, suspension, delay or restriction of your access to the App by the laws and regulations of any country from which you access the App;</p> <p>13.6.13 Any prohibition, suspension, delay or restriction of your access to the App caused by, relating to or in connection with your Network Service Provider;</p> <p>13.6.14 Any inaccuracy or incompleteness of information, or data given by you in through the App in relation to the functions of the App;</p> <p>13.6.15 Your failure, neglect or omission to act in accordance with these Terms and Conditions and any other rules, regulations, policies and guidelines currently in force;</p> <p>13.6.16 Any event, the occurrence of which is beyond Bank Islam's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply; or</p> <p>13.6.17 Any loss which is caused by third parties.</p> <p>13.7 Further, Bank Islam does not warrant or represent that access to the whole or parts of the App, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer, laptop, tablet, mobile device, or any other devices that are used to access the above.</p>
14	<p>Termination of Services</p> <p>14.1 Subject to Clause 14.3 below, you agree and acknowledge that Bank Islam has the right to suspend, terminate or restrict your access to the App or any part thereof by giving seven (7) days prior notice to you. Bank Islam shall not be held liable by you or any third party that suffer any losses or damages as a result of the suspension, termination and restriction by Bank Islam provided such losses or damages were directly attributable by Bank Islam's gross negligence, wilful default or fraud.</p> <p>14.2 Notwithstanding the generality of Clause 14.1 herein, Bank Islam may terminate, suspend or restrict your access to the App immediately upon giving notice, if:-</p> <p>14.2.1 You breach any provision of these Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto;</p> <p>14.2.2 You have provided Bank Islam with false or incomplete information for your access to or use of the App;</p> <p>14.2.3 In Bank Islam's opinion, it is in the public interest to do so;</p> <p>14.2.4 In Bank Islam's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or</p>

	<p>14.2.5 Bank Islam is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities (“the relevant authorities”) to terminate, suspend or restrict your access to the App regardless of whether the relevant authorities have the legal or valid authority to request Bank Islam.</p> <p>14.3 Any rights and obligations under these Terms and Conditions shall survive the termination of these Terms and Conditions, shall continue to be in full force and effect thereafter.</p>
15	<p>Indemnity</p> <p>15.1 You shall fully indemnify and keep indemnified Bank Islam officers, directors, employees, agents and servants from all liabilities, claims, losses and expenses, including any legal fees or disbursement that may be incurred by Bank Islam, whether directly or indirectly, at all times in connection with or arising from your breach of any of the provisions under these Terms and Conditions.</p> <p>15.2 You agree and acknowledge that your obligation to indemnify Bank Islam herein shall survive the termination of these Terms and Conditions.</p>
16	<p>Waiver</p> <p>16.1 The failure or delay on the part of Bank Islam in exercising any right, power, privilege or remedy under these Terms and Conditions upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by Bank Islam. Any waiver by Bank Islam shall not operate as a waiver of any subsequent default by you.</p>
17	<p>Severability</p> <p>17.1 If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and these Terms and Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.</p>
18	<p>Successors Bound</p> <p>18.1 The Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title or you and on the successors in title, assigns of Bank Islam or of any company by which the business of Bank Islam may from the time be carried on, and you shall not be entitled to assign any of your rights or obligations under the Terms and Conditions herein unless with the express prior written consent of Bank Islam.</p>
19	<p>Disputes and Enquiries</p> <p>19.1 Should there be any enquiries or you require any assistance, please email to smexpert@bankislam.com.my. For avoidance of doubt, all telephone calls made to Bank Islam’s Contact Centre shall be logged by Bank Islam.</p> <p>19.2 In the event that you have any complaints and/or disputes arising from the App and these Terms and Conditions, please refer the matter to Bank Islam at the address stated in Clause 20.2 below and specify the nature of your complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.</p>

	<p>19.3 Subject to Clause 19.4 herein, you may be required to disclose to Bank Islam all relevant information relating to any report, query or complaint including but not limited to your name, a description of any such error, query or complaint, or an explanation on why you believe it to be an error, as maybe relevant. Notwithstanding this, you shall not, at any time and under any circumstances whatsoever, disclose your Authentication to any of Bank Islam staff or representative.</p> <p>19.4 Where any communication involves your sensitive or confidential information, Bank Islam does not encourage the communication of any such information via electronic-mail ("e-mail") and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold Bank Islam responsible or liable for the security of such information or any loss suffered in relation thereto.</p> <p>19.5 In the event that Bank Islam requests you to make such report, complaint or query in writing to Bank Islam, you shall do so within seven (7) days thereafter. If no such written report, complaint or query is received by Bank Islam within the said period, Bank Islam will not be under any obligation to conduct any investigation and answer any such query or complaint.</p> <p>19.6 Subject to Clause 19.7 herein, Bank Islam shall endeavour to investigate the complaint, answer the query or inform you the results of its investigation as soon as practicable or in any case within fourteen (14) days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 19.5, within fourteen (14) days of receipt of such subsequent written report, query or complaint.</p> <p>19.7 If Bank Islam requires more time to conduct its investigation, Bank Islam shall extend the period stated in Clause 19.6 above to such reasonable period which shall as far as reasonably possible not exceeding thirty (30) days from the date of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 19.5 herein, within thirty (30) days of receipt of such subsequent written report, query or complaint.</p> <p>19.8 You shall as far as possible co-operate and assist Bank Islam in the conduct of its investigations, including allowing Bank Islam and its investigation team to access the device(s) used to access the App such as the personal computers, laptops, tablets, mobile devices within five (5) Business Days from the date you reported your query or complaint to Bank Islam's Contact Centre as stated in Clause 19.1 herein.</p> <p>19.9 Subject to the provisions of these Terms and Conditions, upon the completion of an investigation, Bank Islam shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments and notify you of the adjustments made pursuant thereto.</p> <p>19.10 In any case, Bank Islam shall inform you of the results of the investigation within twenty one (21) days of the completion of Bank Islam's investigations in Clause 19.6 or 19.7 herein, as the case may be.</p>
20	<p>Notices</p> <p>20.1 You hereby consent to all notices and other communications which concern the App or are required under these Terms and Conditions or may be given by Bank Islam in any one of the following manners:-</p> <p>20.1.1 By electronic mail to your last known e-mail address in Bank Islam's records and such notification shall be deemed received twenty four (24) hours after sending.</p> <p>20.1.2 By being displayed in Bank Islam premises and such notification shall be deemed effective upon such display.</p>

	<p>20.1.3 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.</p> <p>20.1.4 Broadcasting a message in the App.</p> <p>20.1.5 If notified to you in any other manner as communicated by Bank Islam.</p> <p>20.2 All notices to Bank Islam concerning the App and these Terms and Conditions shall be in writing, signed by you and sent to Bank Islam at the following address or in such other way as Bank Islam may notify you from time to time:</p> <p style="text-align: center;">Contact Centre & Customer Care Bank Islam Malaysia Berhad 17th Floor, Menara Bank Islam No. 22, Jalan Perak, 50450 Kuala Lumpur. Telephone: 03-26 900 900 Fax: 03-2782 1337 Email: contactcenter@bankislam.com.my</p>
21	<p>Law and Jurisdiction</p> <p>21.1 These Terms and Conditions are governed by and construed in accordance with laws of Malaysia. All disputes arising out of relating to the access and use of the App shall be resolved in accordance with laws of Malaysia.</p>