

## Welcome to Kuwait Finance House (Malaysia) Berhad ("KFH Malaysia") website!

When accessing KFH Malaysia website kfh.com, you agree to abide by and comply with the terms and conditions set forth below ("Usage Terms & Conditions"), which we ask you to read carefully with absolute attention whether you are currently the customer or potential customer of KFH Malaysia.

In case you do not agree with the Usage Terms & Conditions set forth below, we kindly ask you to discontinue to browse (and/or) access the information or services mentioned on the website, neither interact with the components and content of the aforementioned website as updated or complete.

The following are the Usage Terms & Conditions governing the usage and/or browsing of KFH Malaysia's website

- **The Bank:** Kuwait Finance House (Malaysia) Berhad (Co No: 672174-T) ("KFH Malaysia"), a wholly owned subsidiary of Kuwait Finance House.
- **The website:** The website kfh.com.my is owned by the Bank (and/or) any of its subsidiaries (and/or) the affiliated websites.
- **Information/services:** This includes any of the information (and/or) services provided by the Bank on its pages on the website; English or Bahasa Malaysia.
- **Visitor/User:** Any individual from within (and/or) outside Malaysia can access the website, fully (and/or) partially browse or download all available information (and/or) use of the services provided by the website.

### Approval of the agreement

The full consent that deems no ignorance on the Usage of the Terms & Conditions of the website, any part of it, (and/or) any information (and/or) services from it.

The Bank has the absolute right to make any amendments to the Usage Terms & Conditions, as it deems appropriate (and/or) as per the requirements of the Central Bank of Malaysia (*Bank Negara Malaysia*) without incurring the Bank to directly inform you. The Bank will work from time to time to update the Usage Terms & Conditions that will be available to everyone on this website in particular. Consequently, it is incumbent upon you to review, understand and agree with the Usage Terms & Conditions before proceeding with using the website, browsing or partially and fully downloading any information thereof.

### Copyright

The official title of the website kfh.com, texts or parts thereof, diagrams or parts thereof, designs or parts thereof, the used images or parts thereof, consolidation, translation from English

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into Bahasa Malaysia and vice versa, digitizing, and things haven't been mentioned here within the scope of the website kfh.com are secured under the law of copy rights and trade names in Malaysia not to mention other rights, including intellectual property rights. It follows that the absolute prohibition on copying, redistribution, using, disseminating, or printing any of the marketing and advertising materials or any part thereof or any other websites linked to the agreement taking into account the exceptions permitted by the laws of Malaysia in this regard, with taking the prior approval from the marketing function affiliated to the Retail Banking Division and Corporate Communications of the Bank.

This means that you will not use (and/or) acquire (and/or) quote any text content (and/or) digital document (and/or) a visual image (and/or) things have not been mentioned, and is directly or indirectly linked to the website. Also, it is prohibited to note (and/or) transfer (and/or) copy any information (and/or) marketing (and/or) advertising materials on the website that may constitute a waiver of something (and/or) another of the intellectual property rights for the whole materials (and/or) parts of them.

### **Trade names, trademarks, websites and logos names**

All trademarks, service marks, logos displayed in this website are private ownership of the Bank. However, what the website contains of trademarks (and/or) other trade names not linked with the Bank are not the ownership of the Bank, but the ownership of the companies referred to as accredited suppliers to the Bank.

Unless the prior written consent of the Bank or the relevant third party proprietor of any trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce, copy or modify such trademarks, service marks or logos. Similarly, unless the prior written consent of the Bank or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to the Bank's website or any other site.

### **The right of use limits**

Reviewing, (and/or) printing, (and/or) downloading, (and/or) uploading any text content, (and/or) a graph, (and/or) a form, (and/or) document from the website, gives you a non-exclusive limited license for your personal use only, not for the purpose of copying or distribution (and/or) re-licensing to third parties, (and/or) selling, (and/or) the preparation of similar acts, (and/or) other purposes.

In addition, it is not permitted to copy any part of the text and visual content (and/or) forms (and/or) documents, (and/or) integrating that part in any retrieval system, be it electronically or manually, beyond the limits of the personal use for this purpose.

### **Drafting, adding, cancelling, and amending**

The Bank has the absolute right to edit (and/or) reedit the used texts in English and Bahasa Malaysia, (and/or) adding, (and/or) cancelling, (and/or) fully or partially improving the Usage

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Terms & Conditions, as it deems appropriate. Your continued access or use of the website (and/or) services provided herein subsequent to any change will be deemed as your acceptance to those changes. The Bank retains full right as it deems appropriate to select the appropriate wording, (and/or) adding, (and/or) amending, (and/or) cancelling any text, (and/or) digital document, (and/or) information, (and/or) part thereof, (and/or) other contents linked directly (and/or) indirectly to the content of the website as marketing (and/or) advertising materials.

### **Unauthorized to change username (and/or) password**

You are not legally authorized to use the website as a right to be ceded to others, whether you are an individual or corporate personality as the password you have from the Bank (if any) that can allow you to access banking information (and/or) banking documents in each of the following applications: KFH Online, Cash Management Solutions, CMS KFH Labuan is only your right without having to disclose (and/or) use (and/or) cede for third party at any way, nor the Bank bears the legal and judicial responsibility for any breach, (and/or) deliberate/unwitting indifference.

The Bank reserves the right to terminate and/or suspend your access to this website and/or your use of this website at any time, for any reason. In particular, and without limitation, KFH Malaysia may terminate and/or suspend your access should you violate any of the Usage Terms & Conditions, or violate the rights of the Bank, of any other user, or of any third party.

### **Disclaimer and Limitation of Liability**

The whole (and/or) part of the information, banking products and services that you can get from the website or through it whether you are an individual or corporate personality, are services and products offered based on availability at the Bank and its branches spread throughout Malaysia, (and/or) its associates (and/or) subsidiaries inside (and/or) outside Malaysia (if any).

Thus, the Bank (and/or) its partners herein shall not be under any circumstances liable for any damages directly (and/or) indirectly, including the direct/indirect special and occasional damages, (and/or) losses, (and/or) the expenses incurred on this website (and/or) not using it from any party (and/or) in respect of any failure of performance, (and/or) error, (and/or) omissions, (and/or) interruptions, (and/or) disruptions, (and/or) delay in operation, (and/or) broadcasting, (and/or) due to computer viruses, (and/or) malicious software (and/or) other cases involving corrupting or destructive features (and/or) disrupt information-carrier telephone lines, (and/or) systems, (and/or) was the result of a breach of the Usage Terms & Conditions t, (and/or) warrantees, (and/or) indifference, (and/or) services responsibility, (and/or) information, (and/or) so forth, even though you inform the Bank, (and/or) its representatives in the possibility of such damage, (and/or) losses, (and/or) direct/indirect expenses, as we consider drawing the attention to the damage of the aforementioned a key element of the relationship between the Bank and your good self. This exclusion shall take effect to the fullest extent permitted by the law.

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### Indemnity

You hereby irrevocably agree to indemnify and keep indemnified the Bank from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by the Bank in connection with or arising from (i) your use or misuse of this website and the information (and/or) services provided herein, (ii) your breach of the Usage Terms & Conditions howsoever occasioned, or (iii) any intellectual property or proprietary right infringement claim made by a third party against the Bank in connection with your use of this website.

### Using of Information

The Bank reserves the absolute and full right to use (and/or) transfer all the information you use on the website, as well as all information received from you in any way consistent with the privacy document for this particular website.

### Privacy Policy

The Bank acknowledges that the Usage Terms & Conditions is a private ownership, and it has the right to change its content from time to time when deemed necessary, without having to refer to others, in accordance with the regulatory requirements in form (and/or) substance of the form,.

### Data and information

The website may encompass data and information related to the vision and mission of the Bank, its credit ratings, regulatory requirements and disclosures, indicators of the financial performance of previous years, the approved financial and non-financial annual reports, unaudited financial statements, ratings and awards won by the bank, special reports such as the sustainability report, real estate reports, economic reports, exchange rates and converting the foreign currencies against the Malaysia Ringgit (MYR), gold trading prices, currency converter output, the Bank's news which may be considered as preliminary data or information, and may be based on a set of assumptions and estimates, which are certainly unreliable for certain reasons.

The website may contain some words like: "expect," "believe," "estimate," "seek," "plan," "excel" and so forth. The purpose of using such expressive vocabulary or their synonyms, both in English (and/or) Bahasa Malaysia is a notification from the Bank that such information or data published on the website are for initial and preliminary review, where the website doesn't constitute any offers meant for obtaining some investment, (and/or) to demonstrate tax-related legal/financial consultation. Moreover, publishing this information (and/or) the data cannot be considered as a matter of advice and guidance in any case, as when deemed necessary, you have to get that information (and/or) data from your own personal sources, before taking any decision with respect to any of the banking products (and/or) services (and/or) data and information on the website.

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### **Interdependence with other websites**

The website includes links to other websites within (and/or) outside the Malaysia. Links from or to websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of the Bank. Thus, the Bank disclaims any legal responsibility for the content of those websites (and/or) the accuracy or credibility of the information published as those websites are not under the Bank's surveillance in terms of accuracy of the information (and/or) comprehensiveness (and/or) accuracy. Further, the links provided in this website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein.

Thus, moving from the Bank's website to any linked websites is not consent that deems no ignorance on the website you moved to. In case this happened, it would be your own responsibility and the Bank bears no responsibility anyway.

### **Other**

The failure of KFH Malaysia to exercise or enforce any right or provision of the Usage Terms & Conditions shall not constitute a waiver of such right or provision. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of the terms and conditions shall continue in full force and effect. Any rights not expressly granted herein are reserved.

### **The Applicable Law**

The Usage Terms & Conditions are governed by and to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by KFH Malaysia, you hereby consent to the exclusive jurisdiction of the Malaysia courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the use of this website.

KFH Malaysia makes no representation that the material, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Malaysia.

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Created on: 15 May 2018