

INSURANS ISLAM TAIB ONLINE SERVICE AGREEMENT

These Terms and Conditions ("Terms") apply to the use by you of the Insurans Islam TAIB (IIT) Online Service.

In using our IIT Online Services, you acknowledge that you have carefully read and understood the following Terms and agree to be bound by the Terms stated herein.

1. Definitions

In this Agreement, the following words and expressions shall have the meanings as set out hereinbelow unless the context indicates otherwise:

"Account" means any account(s) created by Customer and maintained with IIT in respect of which IIT allows Transactions to be performed online through IIT Online Service;

"Agreement" means this IIT Online Service Agreement, and any modifications made to the Agreement from time to time including all documents pertaining thereto and any supplementary terms issued by IIT which shall form part of this Agreement;

"Application" means an application to IIT in such form and manner as may be required by or otherwise acceptable to IIT to the Customer of any or more of the Takaful Services, which IIT may from time to time make available or provide through its IIT Online Services;

"Applicable Laws and Regulations" means all statutes, enactments, regulations, directives, circulars, notices issued by the relevant authorities which IIT is governed by/subject to;

"Business Day" means a day on which IIT is open for business excluding Sundays and gazetted public holidays in Brunei Darussalam;

"Cookie" means a small text file used to identify the user and verify the user's access to the internet site;

"IIT Online" means the IIT Online system from time to time made available by IIT, enabling the Customer to communicate with IIT through any electronic or telecommunications equipment or medium (including the internet, any computer or other electronic or telecommunications equipment, terminal, system or otherwise);

"Customer" (including references to "you", "your", "yours", "user") means the holder of the Account who is eligible for the Service and enters into this Agreement with IIT;

"IIT" (includes references to "we", "us", "our") means Insurans Islam TAIB Holdings and its subsidiaries;

“Instruction” means any request or application received or transmitted to IIT by the Customer through IIT Online;

“Loss” means any and all liabilities, losses (including indirect and consequential losses), damages, costs, charges and/or expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis;

“Officer” means any director, officer, employee of IIT;

“Password” means any number, password or other names, phases, symbols or codes issued or assigned by IIT to a Customer to enable the Customer access to Account and/or to utilise the Services and includes any other number, password, name, phase, symbol or code issued, assigned or selected in replacement thereof. For the avoidance of doubt, Password includes one-time password (“OTP”);

“Services” means any products or services offered by IIT to the Customer via IIT Online, including but not limited to Takaful products and services;

“Transaction” means any online payment regarding any Services offered by IIT;

“User ID” means the Customer’s Brunei’s identification number provided to enable the Customer to have access to the Customer’s account.

1.2 The headings or titles to the Terms in this Agreement are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of this Agreement.

1.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neutral gender and vice-versa.

1.4 The rights of IIT with respect to any matter conferred under any provision of this Agreement shall be additional to the rights conferred under any other provision of this Agreement with respect to the same matter.

1.5 Any reference to a party in this Agreement shall include a reference to his successors in title and permitted assigns.

1.6 IIT reserves the right to amend, modify and/or vary the terms of this Agreement from time to time in addition to any other agreements which the Customer may have with IIT.

2. Application of Agreement

2.1 This Agreement shall constitute an agreement between the Customer and IIT and shall apply not only in relation to those Account and Services currently requested or applied for by or for the Customer but also to any and all other Account currently maintained by the Customer with IIT and all Services currently utilised by or for the Customer and all Accounts which may be

subsequently opened or established and to other Services which have been or would be utilised by the Customer from time to time.

2.2 In the event of any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of any previous agreement between IIT and the Customer with respect to any Account or Services, the provisions of this Agreement shall prevail and supersede any previous agreement governing the same.

2.3 Notwithstanding anything to the contrary herein, the Terms of this Agreement shall not affect or diminish in any way the rights of IIT referred to or set out in the IIT Online, including but not limited to any and all exclusions and limitations of any liabilities of IIT referred to or set out in the IIT Online.

3. Services

3.1 The Services enable the Customer to:

(a) view Account and Takaful products, and give instructions to IIT in relation to the Services offered by IIT from time to time to the Customer; and

(b) initiate Applications, obtain quotation, participate and conclude contracts for or relating to the Services of any kind which IIT may offer from time to time;

3.2 By this Agreement the Customer authorises IIT to:

(a) act upon the Customer's Instructions given in respect of any of the matters referred in Clause 3.1 (a) and to act on and accept the Customer's instructions in respect of any of the matters referred to in Clause 3.1 (b); and

(b) add to the Customer's Account for the participation to IIT Online whenever opened.

4. Instructions

4.1 IIT shall only accept an Instruction if it has been effected through the IIT Online Services using the appropriate User ID and Password and in accordance with the Terms of this Agreement.

4.2 IIT may but shall not be obliged to rely and act upon or carry out any Instruction, and to the extent that any such Instruction is relied, acted upon or carried out by IIT, then such Instruction shall be deemed to have been given by the Customer to IIT, notwithstanding anything to the contrary.

4.3 Subject to Clause 4.1, IIT shall be under no obligation to check the authenticity of any Instruction or the authority of the person giving such Instruction. IIT shall otherwise be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give any instruction or the source and origin of any Instruction.

IIT may defer relying or acting upon or carrying out any instruction unless and until it is satisfied as to the matters on which it had sought verification regardless of whether it is under any obligation to the Customer to act upon or carry out that Instruction.

4.4 In the event that IIT decides to rely, act on or carry out any Instruction or is otherwise under an obligation to do so in relation to any Instruction, IIT shall be allowed such amount of time to act on or carry out any Instruction as may be reasonable having regard to the systems and operations of IIT and the other circumstances then prevailing, IIT shall not be liable for any Loss arising from any delay on its part in acting on or carrying out any such Instruction.

4.5 In the event that the Customer makes a request to IIT to modify or cancel any Instruction, IIT will take all reasonable endeavours to attend such request but shall not be liable for any failure to modify or cancel that instruction if IIT receives such request at short notice or under circumstances that render it practically impossible to carry out the request.

4.6 Where any Instruction to IIT is ambiguous or inconsistent with any other Instruction to the same, IIT shall be entitled to rely, act or carry out any Instruction in accordance with any reasonable interpretation thereof which IIT believe in good faith to be the correct interpretation or refuse to act on or carry out the Instruction until IIT receives a new Instruction in such form and manner acceptable to IIT.

4.7 Where any Instruction to IIT is inaccurate or incomplete, IIT shall not be liable for any Loss or delay arising from the inaccuracy or incompleteness of such Instruction. The Customer shall be responsible for ensuring the accuracy and completeness of any Instruction given to IIT.

4.8 IIT may, at its sole discretion, refuse to act on or delay acting on Instruction if IIT knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Accounts or the Services generally or if it has terminated this Agreement pursuant to Clause 13 herein. In the event IIT does not act on or delays acting on an Instruction pursuant to the foregoing, the Customer shall be informed of this as soon as is practically possible.

4.9 All Instructions given to IIT and Transactions effected or made by the Customer on any day after the time stipulated by IIT as the latest time by which Instructions or Transactions of the same nature on that day should be effected or made, may at the sole election of IIT be treated as Instructions or Transactions given or Transactions effected or made on the next Business Day immediately following that day.

5. Password and User ID

5.1 The Customer shall procure that no other person shall be permitted use/access of the User ID.

5.2 IIT shall be entitled to rely on and treat any Instruction made, submitted or effected pursuant to the entry or use of the User ID and the Password of any Customer or that Password alone as having been made, submitted or effected by the Customer unless notice of the disclosure or unauthorised use of the User ID and Password to effect any instruction has been given by the Customer by such means as IIT may deem satisfactory and has been received by IIT within such amount of time in advance of such Instruction as IIT would reasonably require

(having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such Instruction from being received, acted upon and implemented.

6. Security

6.1 The Customer agrees to comply with the Terms of this Agreement and any other instructions or recommendations IIT may issue to the Customer regarding security in relation to use of IIT Online.

6.2 The Customer acknowledges that security is a paramount concern in its access to and use of the IIT Online and agrees that the Customer is solely responsible for ensuring access to and use of the IIT Online and the Services participated, as well as the Customer's control of User ID, Passwords.

6.3 The Customer must notify IIT immediately if the Customer knows of or suspects any unauthorised access to IIT Online and/or the Services participated, or any unauthorised Transaction or Instruction or if the Customer suspects any person knows the Customer's User ID and Password. In the event of any such breach or suspected breach of security, the Customer must ensure that the Customer's Password is changed immediately. The Customer agrees to comply immediately with all reasonable requests for assistance from IIT and/or the Police in trying to recover any losses or identify actual or potential breaches of security.

7. Customer's Other Obligations

7.1 The Customer shall not use or disclose any material and/or information on the IIT Online pertaining to the Services other than to access and use the IIT Online and/or the Services. The Customer further undertakes not to reproduce, sell, distribute or in any way whatsoever allow any third-party access to the aforesaid material and/or information provided by IIT.

7.2 The copyright in and to the contents of the IIT Online (save for information pertinent to the Customer's Account) is owned by or licensed for use by IIT. No part or parts of such contents may be reproduced, distributed, published, modified, displayed, broadcasted, hyperlinked or transmitted in any manner or by any means stored in an information retrieval system without prior written consent of IIT. The trade and service marks displayed on the IIT Online are the sole and exclusive property of IIT and/or other relevant third-parties. No right or license is given for any reproduction or use of any such trade and service marks.

7.3 In the event that the Customer receives or retrieves any data or information from the IIT Online and/or the Services that is not intended for the Customer, the Customer shall immediately notify IIT, and procure that IIT is promptly notified of such receipt or retrieval of such information and promptly delete and destroy and procure the deletion and destruction of such information.

7.4 The Customer shall respond to all enquiries and communications from IIT regarding IIT Online and the Services or any Transaction effected within the stipulated dates thereto.

8. Charges

8.1 IIT reserves the right to charge and recover from the Customer service charges in connection with the provision of the Services.

8.2 IIT shall be entitled to charge the Customer for the value added Services by the Customer or for the provision of any Services to the Customer.

9. Use of Cookies

9.1 IIT shall use cookies to verify whether the Customer is logged into IIT Online.

10. Authorisation to Disclose Information

10.1 The Customer irrevocably authorises the IIT and any of its Officers to divulge, reveal or disclose any and all of the particulars and information relating to the Customer, any Account or any Instruction to any of the following persons at any time:

(a) all courts, law enforcement agencies and relevant authorities in Brunei Darussalam where the disclosure is required by law;

(b) any person which IIT or any Officer in good faith considers to be appropriate for the purpose of providing the Services, including any agents, contractors or third-party service provider which have agreed to perform works or services for IIT in connection with and which affect the operation of any Account or Services or IIT Online;

(c) any person in connection with the use or maintenance of any Account or Service or the provision by IIT of any service to the Customer or any person who owns, operates, provides or maintains any part of any system or equipment relevant to the provision of IIT Online or any Service;

(d) any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to IIT for any such indebtedness, liability or obligation; or

(e) any other person at any time where the particulars of any Account were inadvertently divulged, revealed or disclosed to or accessed by such person through no wilful default of IIT or its Officers.

11. Suspension, Variation and Termination of IIT Online and Other Provisions

11.1 The IIT Online may be suspended or terminated by IIT at its sole discretion at any time with respect to any Services provided without any obligation of prior notice to the Customer.

11.2 IIT Online may be varied by IIT at any time either with respect to any Services provided through IIT Online or generally by giving reasonable notice thereof to the Customer.

11.3 If the Customer commits a material breach of this Agreement or becomes insolvent, IIT may terminate this Agreement with immediate effect with notice to the Customer.

11.4 Termination shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.

11.5 The Customer must ensure that the Customer does not affect any acts after the termination of this Agreement which will or may potentially compromise or affect the security of IIT Online or the systems/securities of any other IIT Online Customers.

11.6 Where the Customer utilises any Services provided through IIT Online, the Customer shall be deemed to have agreed to all the Terms.

12. Disclaimer

12.1 In addition and without prejudice to any other rights or remedy which IIT may have (at law or otherwise), so long as IIT acts in good faith in acting upon or carrying out any Instruction, IIT shall not be liable to the Customer in any respect for any Loss suffered by the Customer caused by or arising in any way from IIT's execution or implementation of that Instruction or any matter arising therefrom.

12.2 IIT shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:

(a) any compatibility between the Customer's equipment and IIT Online, including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware software, electronic devices, online networks and/or internet browsers;

(b) any virus, default, defect, deficiency, harmful component or malfunction in and/or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by IIT, the Customer or any other person and whether or not used in the provision or operation of any Account or Services), including but not limited to:

(i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit data or data incorporating or relying on data, or the processing, storage and/or transmission of any inaccurate data or data by virtue of such inability or failure of any such equipment or system;

(ii) the failure of any such software, equipment or system (including any terminal) to accept, recognise or process any Password or User ID or Instruction; and

(iii) the transmission of any virus to any such software, equipment or system;

(c) any unauthorised or negligent use and/or access to information relating to the Customer's Account and Instructions issued by the Customer to IIT as a result of the Customer's use of IIT Online (except where such access is obtained as a result of such IIT's gross negligence or wilful default);

- (d) any loss or theft of any Customer's User ID, Password;
- (e) any failure or refusal by IIT to effect any Instructions given by the Customer or any instructions due to any order of Court, notice, directive or any-statute, regulation or by-law;
- (f) any error in transmission of the Customer's Instructions or any other Instructions, data or information;
- (g) any inaccurate or incomplete Instructions or any other Instructions, data or information that might be transmitted through the IIT Online by the Customer to IIT;
- (h) any failure of the Customer to follow the latest instructions, procedures, directions or recommendations for use of the IIT Online;
- (i) any delay in the payment, delivery or non-delivery of any document or material whatsoever under this Agreement, including any delay by third-parties;
- (j) any delay or refusal by the Customer to execute instructions which may be transmitted through the IIT Online;
- (k) any loss resulting from the Customer's reliance on any news, reports or any other information that may be provided as part of, or by means of the IIT Online;
- (l) any loss associated with system failure, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise despite IIT's best efforts;
- (m) any disclosure of any information to third-parties arising as a result of the Customer's own negligence or failure to keep the User ID and Password confidential;
- (n) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by IIT or by any other person and whether or not used in the provision or operation of any Account, Services or IIT Online);
- (o) any corruption or loss of any data (whether stored in any equipment, terminal or system, whether belonging to or operated by IIT or the Customer) or Instruction or in the course of transmission thereof through the internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by IIT or any other person whether or not in connection with any Account or the provision or operation of IIT Online, including any errors generated in the transmission of any data or Instruction;
- (p) any cessation or interruption of the availability or operation of the IIT Online;
- (q) any failure or refusal of IIT or any other person to accept or honour any Instruction;
- (r) any inaccuracy or incompleteness in any information obtained from the use of IIT Online; and
- (s) any breach of any of IIT obligations or duties to the Customer caused by or arising from any one or more of the events stated or out in the foregoing sub-paragraphs of this Clause 12.3.

12.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between IIT and the Customer, IIT shall not in any event be liable to the Customer for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of IIT's obligations to the Customer or otherwise.

12.4 No representation or warranty is made or given by IIT to the Customer or any person and no obligation or liability is assumed by IIT to the Customer or any person as regards the availability or operation of any Services through IIT Online or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by IIT or otherwise) notwithstanding any provision to the contrary in this Agreement.

12.5 Without prejudice to any of the provisions herein, the Customer shall not make any claim or commence any legal proceedings against IIT in respect of any loss incurred or suffered by the provision or utilisation of IIT Online or any transaction effected through IIT Online for which IIT is liable to the Customer, more than one (1) year after the later of (i) the date when the event causing such Loss occurred; and (ii) the date of such transaction.

13. General Indemnity

13.1 In addition and without prejudice to any other right or remedy of IIT (whether under any other provisions of this Agreement or otherwise), the Customer shall indemnify and hold IIT harmless from and against any and all Loss suffered or incurred by IIT as a result of any of the following:

- (a) any failure by the Customer to comply with any of the Terms of this Agreement;
- (b) IIT relying or acting on or carrying out any Instruction in any manner permitted under this Agreement;
- (c) any change in any Applicable Laws;
- (d) any act, omission or thing done or caused to be done by IIT in connection with or referable to this Agreement or any Account or Services through no wilful default of IIT, including but not limited to the disclosure by any Officer to any person of any information relating to any Services or Account or Instruction, whether by inadvertent or otherwise; or
- (e) any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system owned, operated and/or maintained by or on behalf of IIT, due to or caused by the Customer or any of the Customer's use of accessing and/or utilising IIT Online.

14. Force Majeure

14.1 In the event that IIT is unable to perform any of its obligations under this Agreement either in entirety or in part, by reason of causes beyond its reasonable control, including (but not limited to) malfunction/failure of equipment, computer systems, tele/data communications and services, fire, flood, explosion, acts of elements, natural disasters, acts of terrorism, war,

accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, regulatory requirements/demands, the performance of IIT's obligations shall be suspended for so long as the disabling events shall persist and the Customer agrees not to hold IIT liable for any delay, loss, damage or inconvenience howsoever caused in connection with any of the disabling events as aforementioned.

15. Miscellaneous

15.1 IIT may amend, vary or supplement any Terms of this Agreement by giving notice thereof to the Customer by any means IIT deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and IIT as from the date specified in such notice or in the absence thereof as from the date of such notice.

15.2 If any of the Terms herein becomes unlawful, invalid or unenforceable in any respect, the legality, validity or enforceability of any other Term's provisions shall remain intact.

15.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of IIT of its rights under any of the Terms of this Agreement or relating to any Account or Services shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of IIT afterwards to act strictly in accordance with the powers conferred on IIT under the Terms.

15.4 This Agreement, may, at IIT's sole discretion, be translated into a language other than the English language. The Customer agrees that such translation shall only be for its convenience and in the event of any ambiguity, discrepancy or omission as between the English text and any translated text, the English text shall prevail.

15.5 Any and all notices to be given under this Agreement must be communicated by post, facsimile, electronic mail or through IIT Online or by online messages posted on the IIT Online. If by post the notice will be taken to have been received within five (5) days after posting by IIT to the postal address most recently notified by the Customer and if by facsimile transmission, electronic mail, through IIT Online or by online messages posted on the IIT Online, immediately on dispatch.

15.6 Where IIT introduces new services on the IIT Online as part of the Services, IIT may provide them on supplementary terms which will be notified to the Customer in accordance with this Agreement.

15.7 The Customer agree that the records kept by IIT shall be conclusive evidence of the Customer's dealings with IIT in relation to the Services.

15.8 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of Instructions and communications transmitted in any electronical form between the parties. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.

15.9 The Customer agrees that all Instructions and communications that meet the operating standards and requirements of IIT shall be deemed to be as good as and given the same effect as written and/or signed documentary communications by IIT.

16. Privy

16.1 A person who or which is not a party or privy to this Agreement shall not have any rights under this Agreement.

17. Regulations

17.1 IIT is required to act in accordance with the local laws and regulations operating in Brunei Darussalam and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions ("Regulations"). IIT may take any action which IIT, in its sole and absolute discretion, considers appropriate to comply with the Regulations.

17.2 IIT will not be liable for loss (whether indirect or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

(a) any delay or failure of IIT in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which IIT, in its sole absolute discretion, consider appropriate to take in accordance with the Regulations; or

(b) the exercise of any of IIT's rights under this Agreement.

18. Governing Law and Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.

18.2 The Customer agrees to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.