

TERMS AND CONDITIONS OF AGROBANK ON USING WEBSITE/USING THE SERVICES PROVIDED HEREIN

These Terms and Conditions govern your access and use of, and your rights and obligations when accessing and/or using this website and/or using the services provided herein.

If you do not accept these Terms and Conditions , please immediately discontinue your access to this website and/or of this services. Your continued use and/or access of the website and/or using the services provided herein will be deemed your acceptance of these Terms and Conditions.

1. General

- 1.1 The term "Agrobank" used herein refers to Bank Pertanian Malaysia Berhad (Company No: 811810-U).
- 1.2 All Agrobank's products and services provided herein are subject to the terms and conditions of the applicable agreements governing their use. These Terms and Conditions are meant to regulate your access to this website and they shall be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in this website. In the event of any conflict between these Terms and Conditions and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) shall prevail.

2. Hyperlink to Third Parties

Hyperlink from or to websites outside this website are meant for convenience and reference only. Such hyperlinked websites are owned and operated by third parties and as such are not under the control of the Agrobank. Therefore Agrobank shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the hyperlinks provided in this website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Hyperlink to any other site is at your sole risk and the Agrobank will not be responsible or liable for any damages in connection with hyperlink or your participation or use of information, material, services or promotion.

3. Copyright & Trademark

- 3.1 All copyrights, trademarks / servicemarks, patents, logos and other intellectual property rights of the Agrobank or others in this website and contents whereof and in the Agrobank services (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in the Agrobank or the relevant third party proprietor as the case may be.

- 3.2 No part or parts of this website may be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, used, sold or commercially dealt with in any manner without the express prior written consent of the Agrobank.
- 3.3 Unless the Agrobank's expressed prior written consent is obtained, no insertion of a hyperlink to this website on any other website and no frame or "mirror" of any material contained on this website on any other server.
- 3.4 Unless the prior written consent of the Agrobank or the relevant proprietor has been obtained, no such trademark, service mark or logo or any other intellectual property rights may be used as a hyperlink or to mark any hyperlink to the Agrobank's website or any other site.
- 3.5 Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of the Agrobank's website may be in breach of statutory or common law rights which could be the subject of legal action.

4. Exclusion of Liability

- 4.1 In no event the Agrobank shall be liable for any loss or damages howsoever arising whether in tort, contract, strict liability, negligence or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use this website (or any third party hyperlink to or from the Agrobank's website), reliance on the information contained in the website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.
- 4.2 This clause shall take effect to the fullest extent permitted by law.

5. Indemnity

You hereby irrevocably agree to indemnify and keep indemnified the Agrobank from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by the Agrobank in connection with or arising from:-

- (1) your use or misuse of this website and the services provided herein; or
- (2) your breach of these Terms and Conditions howsoever occasioned; or
- (3) any intellectual property right or proprietary right infringement claim made by a third party against the Agrobank in connection with your use of this website.

6. Termination

The Agrobank have 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 whatsoever. In particular, and without limitation, the

Agrobank may terminate and/or suspend your access if there is any violation of these Terms and Conditions, or violation of Agrobank's rights or any other user or any third party.

7. Law and Jurisdiction

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

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

8. Waiver

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

9. Severability

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.

10. Change of Terms and conditions

The Agrobank reserves the right to vary, amend or supplement any of the Terms and Conditions by way of notice in such manner as deemed suitable by the Agrobank from time to time. Notwithstanding the same, you should be able to view the revised terms and conditions upon access to the website and use of the services thereafter shall constitute your acceptance to the variations, amendments or supplements.

11. Successors Bound

The Terms and conditions herein shall be binding upon your heirs personal representatives executors and successors in title and on the successors in title, assigns of the Agrobank, and you shall not be entitled to assign any of the your's rights or obligations under the Terms and conditions herein unless with the express prior written consent of the Agrobank.

12 Notices

12.1 You hereby consents to all notices and other communications which concern the services or are required under the Terms and Conditions or may be given by the Agrobank in any one of the following manners:

a) By ordinary post to the your last known address in the Agrobank's records and such notification shall be deemed received three (3) days after posting;

b) By electronic mail to the your last known e-mail address in theAgrobank's records and such notification shall be deemed received twenty four (24) hours after sending;

c) By display in the Agrobank's business premises and such notification shall be deemed effective upon such display;

d) By way of advertisement in one insertion in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper;

e) By inserting a notice in the Agrobank's statement of account to you and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of account .

f)Broadcasting a message on this website;

g)If notified to you in any other manner as the Agrobank deems fit

12.2 All notices to the Agrobank concerning the services and the Terms and Conditions shall be in writing, signed by you and shall be sent to the Agrobank at the following address or delivered or transmitted or by such other way as the Agrobank may notify you from time to time:

Lebuh Pasar Besar
Peti Surat 10815
50726 Kula Lumpur

12.3 Miscellaneous

The headings used in these Terms and Conditions are for reference and convenience only and shall not be taken into consideration in the interpretation or construction of theseTerms and Conditions.