

Terms & Conditions

YOU HAVE CHOSEN TO ACTIVATE YOUR ACCESS TO UBBAL SERVICES. PLEASE TAKE A MOMENT TO READ THESE TERMS AND CONDITIONS CAREFULLY. TO PROCEED, CLICK ON THE "AGREE AND CONTINUE" BUTTON TO INDICATE THAT YOU HAVE READ AND THAT YOU AGREE TO THE TERMS AND CONDITIONS OF ACCESS AND THE TERMS AND CONDITIONS OF UBBAL SERVICES HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS OF THE UBBAL SERVICES, WHETHER VIA INTERNET, MOBILE AND/OR ANY OTHER ELECTRONIC MEDIUM AS MAY BE MADE AVAILABLE BY UBB AMANAH LABUAN LIMITED AND ITS SUBSIDIARIES FROM TIME TO TIME.

TERMS & CONDITIONS OF ACCESS (Effective Date: 1st February 2023)

THE FOLLOWING TERMS AND CONDITIONS ("TERMS AND CONDITIONS OF ACCESS") APPLY TO YOUR ACCESS TO AND USE OF THE UBB AMANAH LABUAN LIMITED WEBSITE AND/OR THE UBB AMANAH LABUAN LIMITED MOBILE APPLICATION (RESPECTIVELY AND COLLECTIVELY REFERRED TO AS "UBBAL", AS THE CASE MAY BE) AND ALL INFORMATION AND SERVICES PROVIDED VIA UBBAL.

BY ACCESSING UBBAL OR ANY PAGE OR PART THEREOF, WHETHER VIA THE INTERNET, MOBILE AND/OR ANY OTHER AVAILABLE ELECTRONIC MEDIUM, YOU CONSENT TO AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF ACCESS.

General

The term "UBBAL" as used in these Terms and Conditions of Access refers to UBB Amanah Labuan Limited.

All services of UBBAL and its partners provided here are subject to the applicable terms and conditions governing their use. In the event of conflict between these Terms and Conditions of Access and the terms and conditions governing the relevant transaction(s) and/or service(s) provided herein, the latter will prevail.

These Terms and Conditions of Access may be changed from time to time with twenty one (21) days prior notice via such modes including announcement on UBBAL. Your continued access to UBBAL, whether via the internet, mobile or any other available modes or mediums, subsequent to any such change will be considered as your acceptance to those changes.

Disclaimer

The materials and information made available via UBBAL including but not limited to services, information, data, text, graphics, video or other items, are provided by UBBAL on an "as is" and "as available" basis. References to material and information contained on UBBAL include such material and information provided by third parties.

UBBAL does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of UBBAL and the material, information and/or functions therein. Further, UBBAL does not warrant that access to the whole or part(s) of UBBAL, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors 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 system. Except as otherwise expressly stated in these Terms and Conditions of Access and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies),

UBBAL expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the services of UBBAL, reasonable measures will nevertheless be taken by UBBAL to ensure the accuracy and validity of all information relating to transactions and services of UBBAL which originate exclusively from UBBAL.

The materials, information and functions provided shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, profits, unit trusts, mutual funds or other securities, investments, loans, financings, advances, credits or deposits in any jurisdiction.

You shall be responsible to evaluate the quality, adequacy, completeness, currentness, and usefulness of all services, content, advice, opinions and other information obtained or accessible through UBBAL. Further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any commercial decision based on any such materials or information.

Copyright

Unless otherwise indicated, the copyright and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and their arrangement, are the property of UBBAL, and are protected by applicable Malaysian and international copyright laws. No part or parts of it 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 of UBBAL.

You also may not, without UBBAL's expressed prior written consent, insert a link to UBBAL or on any other website, frame or "mirror" any material contained in UBBAL on any other server.

Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of UBBAL may be in breach of statutory or common law rights which could be the subject of legal action.

UBBAL disclaims all liability which may arise from any unauthorised reproduction or use of the contents of UBBAL.

Trademarks

All trademarks, service marks, and logos displayed on UBBAL are the property of UBBAL and/or their respective third party proprietors as may be identified on UBBAL.

Unless the prior written consent of UBBAL or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on UBBAL has been obtained, no license or right is granted to any party accessing UBBAL to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of UBBAL 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 UBBAL or any other site.

Exclusions

Except as otherwise expressly stated in these Terms and Conditions of Access and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), UBBAL and/or its partners shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages arising in connection with your access or use or the inability to access or use UBBAL (or any third party link to or from UBBAL), reliance on the information contained in UBBAL, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise, save where actionable wrong is proven against UBBAL in a court of law.

Liability & Indemnity

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

- (1) your use or misuse of UBBAL and the information, products and services provided herein;
- (2) your breach of these Terms and Conditions of Access howsoever occasioned;
- (3) any intellectual property right or proprietary right infringement claim made by a third party against UBBAL in connection with your use of UBBAL; or
- (4) your negligent and/or fraudulent acts.

Your liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

- (a) a technical breakdown or proven deficiency in the systems and equipment under the full control of UBBAL; or
- (b) a proven weakness or vulnerability in the security features and controls adopted by UBBAL.

Miscellaneous

If any provisions in this Terms and Condition of Access are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions of Access. The remaining provisions shall not be affected.

Any waiver or indulgence granted shall not prevent UBB from enforcing the other parts of the Terms and Conditions of Access which are unaffected by such waiver or indulgence, or other rights or require UBB to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions and Access.

Any rights not expressly granted herein are reserved.

Law and Jurisdiction

These Terms and Conditions of Access are governed by and are to be construed in accordance with the laws of Malaysia. By accessing UBBAL and/or using the information, products and/or services provided herein by UBBAL, you hereby consent to the exclusive jurisdiction of the courts in Malaysia in all disputes arising out of or relating to your access and use of UBBAL.

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

TERMS & CONDITIONS OF UBBAL Services

(Effective Date: 1st February 2023)

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND/OR USE OF THE SERVICES MADE AVAILABLE ONLINE BY UBB AMANAH LABUAN LIMITED AND ITS SUBSIDIARIES, WHETHER VIA INTERNET, MOBILE OR ANY OTHER ELECTRONIC MEDIUM (“UBBAL Services” AS FURTHER DEFINED BELOW).

BY ACCESSING ANY PAGE OR PART OF THE UBBAL WEBSITE AND/OR THE UBBAL MOBILE APPLICATION (RESPECTIVELY AND COLLECTIVELY REFERRED TO AS “UBBAL”, AS THE CASE MAY BE) AND/OR USING THE UBBAL SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

FROM TIME TO TIME, WE MAY NEED TO REVISE THESE TERMS AND CONDITIONS, IN WHICH CASE WE WILL, SUBJECT TO GIVING TWENTY ONE (21) DAYS PRIOR NOTICE, POST THE REVISED TERMS AND CONDITIONS ON THE UBBALWEBSITE. IF YOU CHOOSE TO CONTINUE USING THE UBBAL SERVICES AFTER ANY REVISION TO THESE TERMS AND CONDITIONS, YOU SHALL BE CONSIDERED TO HAVE ACCEPTED THE REVISED TERMS AND CONDITIONS ACCORDINGLY.

Definitions

The following words and expressions carry the following meaning:

"Access Codes"

Means the Password and/or Username and/or such other confidential authentication information that is required to access and/or use the UBBAL Services, whether in the form of words, codes, numbers, sets of characters or such other form or combination thereof, as may be prescribed by UBBAL from time to time.

"Account"

Means your Trust account or any other accounts which you may have with UBBAL and which may be eligible for access via the UBBAL Services or any of its channel, as may be prescribed by UBBAL from time to time.

"Account Terms"

Means the terms and conditions of the relevant Account(s) and/or Third Party Account(s) which may be accessed through the UBBAL Services.

"Affiliate(s)"

Means any third party offering products, services, content and information on UBBAL.

"UBBAL"

Means UBB Amanah Labuan Limited, an offshore Trust company incorporated in Malaysia having its registered office at No. 1-23A First Floor, Paragon, Jalan Tun Mustapha, 87008 Wilayah Persekutuan Labuan, Malaysia and includes its subsidiaries and other companies within UBBAL and its successors in title and assigns, and where applicable, any of them

“Business Day”

Means any day from Monday to Friday on which the company is open for business in Kuala Lumpur, Malaysia.

“Force Majeure”

Refers to events or situations beyond the control of UBBAL which include but is not limited to:-

- (a) earthquakes, floods, fire, plague, acts of God and other natural disasters; and
- (b) terrorism, riots, civil commotion or disturbances, war whether declared or not, strikes which lasts for three (3) months or more.

“Instruction”

Means instruction given by yourself in respect of your Account(s) or any other transaction using the UBBAL Services whether via the Internet, mobile or any other available electronic medium.

“Internet”

Means the global network of computers and telecommunications systems which facilitate communication.

“UBBAL Services” or “Services”

Means the Trust Services, made available to you online via the Internet, Mobile Application or any other electronic medium which you may access upon the correct input of your UBBAL Username and Password or via such other access methods as UBBAL may prescribe from time to time.

“Trust Deed”

Trust Deed is an agreement between the Donor and the Trustee. The Trust Deed is a legal document on how to manage properties and assets of an estate. It will have the list of assets, trustees and beneficiaries of the Trust. The Trust Deed is a confidential document visible only to the Donor and the Trustees.

“Mobile Application” or “Application”

Means the software application to be downloaded and installed by you in your Mobile Device for your specific access to the UBBAL Mobile Service, as may be designated for use by UBBAL from time to time.

“Mobile Service”

Refers to the UBB Amanah Labuan Limited’s Mobile Service which are made available to you via UBBAL Mobile Application as may be accessed from your Mobile Device.

“Mobile Device(s)”

Means the mobile phone or such other communication device which is used to access the UBBAL Mobile Service.

“Network Service Provider”

Means any Internet service provider providing connection to the Internet.

“Designated Payment Instrument / Payment Instrument Agreement”

Means the agreement as may be entered into between you and UBBAL to any designated payment instruments or payment instruments issued by UBBAL

“Password”

Means a unique string of characters chosen by you and should be known only to you and recorded in the UBBAL’s computer system, which must be keyed in by you for authentication of your Username and grant of access to the UBBAL Services.

“KYC”

refers to the “know-your-customer” process that UBBAL has put in place before entering into a business relationship or conducting transactions with our clients. As part of this process, UBBAL may do anything that it deems necessary in order to identify Users, verify their identity, or comply with any applicable law or regulation.

“Terms and Conditions”

Means these Terms and Conditions governing the use of the UBBAL Services.

“Username”

Means a unique name made up of a string of characters chosen by you which must be keyed in by you in order for the UBBAL Services system to associate the Username with your user profile and Account(s).

1. Application to Subscribe to the UBBAL Services

You may apply to use the UBBAL Services subject at all times to the approval of UBBAL.

2. Account Terms and Conditions

2.1 When you use the UBBAL Services, you must comply with these Terms & Conditions, the applicable Account Terms, the terms of the Payment Instrument Agreements and other applicable terms relating to UBBAL Services.

2.2 Where these Terms and Conditions contradict the terms and conditions referred to in Clause above, these Terms & Conditions shall prevail to the extent of such contradiction.

3. Acceptance of Terms and Conditions

3.1 You agree that the use of the UBBAL Services by you, will constitute your acceptance of these Terms and Conditions as well as your agreement to the inherent risks in conducting any transaction over UBBAL Services. UBBAL recommends that you store or print a copy of these Terms and Conditions for your records.

4. Equipment, Software and Network Access

4.1 You agree that it is your obligation to maintain the device or terminal used in accessing the UBBAL Services.

5. Gaining Access to the UBBAL Services

5.1 To register, you would be required to key in your details in the relevant online registration page on the ubbib.io website or the UBBAL Mobile Application registration page.

5.1.1 You would be required to create a Username and Password. You will not be able to change your Username once created after registration.

5.1.2 Upon the on-screen confirmation of your Username and Password, you will be needed to go through KYC process, your access to the UBBAL Services will be activated after the confirmation of your identity.

5.2 To access the UBBAL Services and unless otherwise prescribed by the UBB Amanah Labuan Limited, each time you log on you will need to key in:

5.2.1 Your Username; and

5.2.2 Your Password.

5.3 You agree that UBBAL has the right to invalidate your Username and Password for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of the UBBAL Services and its users where UBBAL deems reasonably appropriate, and that you will not hold UBBAL liable for any loss or damage which you may suffer as a result of such invalidation of your Username and Password.

5.4 You may change your Password at any time but any changes will be effective if accepted by UBBAL in accordance with reasonably set standards. You agree that UBBAL uses your Username and Password to identify you and acknowledge that you must keep both your Username and Password secret and secure and take reasonable steps to prevent unauthorised access and/or use.

5.5 Once you have logged on, you must not leave the terminal or other devices from which you have accessed the service at any time or let anyone else use it until you have logged off. You are responsible for ensuring that you have logged off the service at the end of each session.

5.6 We may have to request your Username, (but not your Password) in order to provide maintenance services to you. If you supply us with your Username, we will keep it confidential. NEVER SUPPLY YOUR PASSWORD TO ANYONE.

6. UBBAL Services

6.1 Upon the activation of the UBBAL Services, you will be able to access the UBBAL Services as UBBAL and its Affiliates may from time to time make available to you on UBBAL Mobile Application.

6.2 When UBBAL introduces new services under the UBBAL Services, UBBAL may provide them on such supplementary terms notified to you.

6.3 Where access is granted to you pursuant to a registration made for Non-Account related UBBAL Services, you acknowledge and agree that you will be able to access only the UBBAL Services you have registered to access.

6.4 You agree and accept that any Instructions which you may issue shall at all times be subject to such reasonable limits and conditions as may be fixed or specified by UBBAL from time to time.

6.5 You agree that UBBAL is entitled to debit your Account(s) to effect any transaction instructed by you.

7. Mobile Services

7.1 Upon the successful registration and activation of the UBBAL Service, and in addition to access of the same via the Internet, you will also be able to access applicable UBBAL Services on your Mobile Device subject to:

7.1.1 the download and installation of the Mobile Application on your Mobile Device; and

7.1.2 the keying in of your UBBAL Service Username and Password.

7.2 The Mobile Service shall only be available for Mobile Devices and data connections which meet the required specifications and configurations as may be specified by UBBAL from time to time, and you agree to procure and maintain a Mobile Device and data connection which meet these requirements at your own expense.

7.3 User guidance on the operation of the Mobile Service shall be made available to you within the Mobile Application. You must follow all relevant user guidance whenever you access or operate the Mobile Service.

7.4 The scope, features and functionality of the Mobile Service may differ from the other Services for other electronic mediums, and may be varied by UBBAL from time to time. You agree and acknowledge that certain Services, functions and/or Accounts may not be available on the Mobile Service and these may or may not become available in the future.

7.5 Mobile Application

7.5.1 You acknowledge that your download and use of the Application on your Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to your agreement to the following additional conditions:

(a) You shall not use the Application for any purpose other than to access your own Account(s) via the Mobile Service on your own Mobile Device;

(b) You shall not download or install the Application into a Mobile Device which you do not own or have exclusive control;

(c) You shall not permit or enable any person to access the Application, or leave your Mobile Device unattended in such a manner as to enable a person to access the Application. You are advised to immediately sign out of your Account on the Application once you are done with the Mobile Services

(d) You shall not reproduce, modify or reverse engineer the Application or permit another person to do so;

(e) The Application is made available to you strictly on an "as is" basis, and to the extent as permitted under law and/or regulation. No warranty is made in relation to the Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, you agree that UBBAL cannot ensure that the Application will be compatible or may be used in conjunction with all mobile devices, and you agree that unless inconsistent with the other expressed provisions herein, you shall not hold UBBAL liable for any such incompatibility or for any loss or damage to any mobile device which may be caused by the Application or the installation process, save where such loss or damage is proven to be caused solely by UBBAL in a court of law.

(f) Device compatibility. The Application currently only works on certain compatible smartphones and other devices as determined by UBBAL. UBBAL may change the version of the operating system that works with the Application at any time. Some features may not be available on all platforms or operating systems. Detailed information on features, platforms and operating systems is available in UBBAL's website.

(g) Application Stores. You shall download the Application from the authorized Apple App Store, Google Play Store, Huawei AppGallery or other application stores that is approved by UBBAL.

(h) Updates to the Application may be issued by UBBAL from time to time via the Apple App Store, Google Play Store, Huawei AppGallery or other application stores. Depending on the update, you may not be able to use the Application until you have downloaded the latest version of the Application and accepted any new terms.

(i) Security. You shall not install or use the Application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. UBBAL strongly cautions against installing the Application in any hacked mobile devices. UBBAL shall not be liable for any losses that is suffered or for any costs that you might incur due to damage or corrupted or failure of jail-broken or rooted device, hardware or software that you use in connection with the Application.

7.6 Mobile Information

7.6.1 Certain functions (such as uploading content to the Application) shall require access to information on your Mobile Device(s) to work. By using such function, you permit the Application to access your Mobile Device(s) and information.

7.6.2 UBBAL may use cookies and similar technologies (herein referred to as “cookies”), to perform authentication when you use the Mobile Service and to improve your experience on the Application. By using the Application, you accept the use of cookies by UBBAL. UBBAL may use these cookies to collect information about your use of the Application. This information helps UBBAL to improve the Application’s performance and to develop and tailor UBBAL’s products and services for you and other users.

8. Authorisation and Authentication

8.1 You hereby authorise UBBAL to comply with all Instruction(s) given in respect of the UBBAL Services accessed using your Username and Password and authenticated by you using the prescribed authorisation methods as Instruction(s) properly authorised by you even if they may conflict with any other mandate given at any time concerning your Accounts or affairs.

8.2 You agree that such Instruction(s) shall be binding on you upon its transmission to UBBAL and the Instructions cannot be changed or withdrawn without UBBAL’s consent and that UBBAL is not further obliged to check the authenticity of such Instruction(s).

8.3 You agree that for the purpose of changing Personal Data or any other information in UBBAL Services, you will have to authorise the changes by the use of one (1) or more authorisation methods:

(a) keying-in SMS Transaction Authorisation Code which is a 6 digit code sent to your mobile number registered with UBBAL for UBBAL Services (“SMC TAC”),

8.4 For SMS TAC, you acknowledge that you may request for multiple SMS TACs but the latest SMS TAC sent will override the earlier SMS TAC requested.

9. Instructions

9.1 You hereby agree that it is your responsibility to review the Modify Record pertaining to any UBBAL Services initiated on your Instruction as well as any alerts thereto, in a timely manner and on a regular basis.

9.2 Should you have any reason to believe that an Instruction has not been accurately or completely received by UBBAL, you shall officially inform UBBAL by any means forthwith and without delay after transmission of the relevant Instruction(s).

9.3 Any Instructions to UBBAL for cancellation, revocation, reversal or amendment or clarification of your earlier Instructions, can only be effected, if your request is received and effected before the earlier Instruction is executed.

9.4 UBBAL reserves the right, to refuse to carry out any of your Instructions where your Instructions are inconsistent with UBBAL's policy or laws or for the prevention of the suspected actionable wrongs and crimes.

9.5 When you give Instructions to UBBAL to effect transactions in relation to the UBBAL Services, you shall provide accurate and complete details as required by UBBAL.

9.6 UBBAL shall not be liable for any failure, delay or shortcoming caused by any third party howsoever caused with whom you have accounts or otherwise, when they are executing UBBAL's instructions to them.

9.7 You agree that all Instructions transmitted by your Mobile Device(s) or otherwise issued by you, though in electronic form:

9.7.1 are written documents, and you agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and you hereby waive any such right to the extent permissible by law;

9.7.2 are original documents and you agree not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

10. Service Availability

10.1 The UBBAL Services and its available channel(s) are intended to be available 7 days a week, 24 hours a day. You acknowledge however that there may be occasional downtime where UBBAL carries out maintenance over its systems and equipment. UBBAL will use reasonable efforts to inform you of any services under the UBBAL Services which are not available from time to time via the website.

11. Customer's Account and Information

11.1 UBBAL does not warrant the accuracy of any information pertaining to your Account(s), Third Party Account(s) or transactions as reported through the UBBAL Services.

11.2 You agree that the information pertaining to your Account(s), Third Party Account(s) or transactions as reported through the UBBAL Services shall not for any purpose whatsoever be taken as conclusive of the status of your Account(s), Third Party Account(s) or transaction.

11.3 UBBAL will issue you such statements of account as agreed in UBBAL's Account Terms.

11.4 You must ensure that the information you provide to us in relation to you, your Account(s), Third Party Account(s) or your use of the UBB Amanah Labuan Limited Service are true, complete and updated. In the event that there are any changes to your information and details, you shall notify UBBAL immediately.

11.5 You acknowledge that UBBAL shall not be liable for and that you shall indemnify UBBAL for any loss or damage that may arise due to your failure or delay to keep UBBAL updated as to any changes to your information and details pertaining to you, your Accounts or your use of the UBBAL Services.

12. Assets Transfer

12.1 The Assets Transfer services of UBBAL shall be used only for the purpose of transferring Digital Assets to UBBAL. You hereby agree that the amount of Digital Assets should be according to the amount listed on Trust Deed only.

12.2 You agree to inform UBBAL, in the form, mode and/or manner as instructed by UBBAL on the ubbib.io website, of any changes to your Account(s).

12.3 You agree to double check the UBBAL receiving wallet address before transferring assets to it.

12.4 You agree that UBBAL shall not be liable with any losses made by you if the assets transferred to the wrong address and doesn't match with the address that UBBAL provided

13. Disclosure of Customer's Information

13.1 UBBAL and each of its Affiliates agree not to disclose to third parties any financial information you have provided or that UBBAL and/or its Affiliates have obtained about Account(s) and the transactions thereunder unless it is:

13.1.1 to comply with laws and regulations or appropriate government agency or court orders or requests;

13.1.2 to verify the existence and condition of your Account

13.1.3 when it is necessary to complete a transaction;

13.1.4 to provide services relating to your Account or if consented to by you to offer services

13.1.5 in connection with examination by authorities;

13.1.6 with your written permission;

13.1.7 to other entities within UBBAL.

You understand that while UBBAL will use its best endeavours to ensure that all information transmitted or received using the UBBAL Services is secure and cannot be accessed by unauthorised third parties, UBBAL does not warrant the security of any information transmitted or received by you using the UBBAL Services.

14. Limitation of Liabilities

14.1 You acknowledge that UBBAL and its Affiliates make no warranties of any kind with respect to the UBBAL Services, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) UBBAL and its Affiliates expressly disclaims liability with respect to any delays, failure or error in your use of the UBBAL Services. No oral or written information or advice given by UBBAL, its Affiliates or UBBAL's employees shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice.

14.2 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS AND CONDITIONS AND TO THE EXTENT PERMITTED UNDER LAWS AND REGULATIONS (WHICH INCLUDES ANY GUIDELINES, CIRCULARS OR RULES ISSUED BY RELEVANT GOVERNING BODIES), UBBAL AND/OR ITS AFFILIATES SHALL IN NO EVENT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS FOR ANY LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF ACCESSING OR USING THE UBB AMANAH LABUAN LIMITED SERVICES.

14.2.1 any inaccuracies, or errors in any data or information in your Trust Deed or otherwise provided or made available via the UBB Amanah Labuan Limited Service, not attributable to the gross negligence of UBBAL as determined by a court of law.

14.2.2 any unauthorised use of the UBBAL service and/or intrusion, interference or attack on ubbib.io or your UBB Amanah Labuan Limited Service by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

14.3 Due to the nature of the UBBAL Services, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) UBBAL will not be responsible for any loss of or damage to your data, software, equipment, network access or other equipment used to access the UBBAL Services.

15. Proprietary and Intellectual Property Rights

15.1 You acknowledge that all proprietary rights and intellectual property rights in the UBBAL Services (including without limitation, the UBBAL Services) belongs to UBBAL or, where applicable, its Affiliates at all times.

15.2 Other than information related to your Account(s), all content available on the UBB Amanah Labuan Limited Service (including its arrangement) is the property of UBBAL and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your usage of the UBB Amanah Labuan Limited Service does not grant you a license or right to use any ubbib.com trademark without the express written approval of UBBAL. In addition, your usage of the UBB Amanah Labuan Limited Service does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

16. General

16.1 You hereby agree to examine all UBBAL's alerts, statements and records of the Instructions, communications, operations or transactions made or performed, processed or effected through the UBBAL Services (as accessed and used via your Password and Username) regularly and in a timely manner and you hereby undertake to notify UBBAL forthwith and without delay of any errors, irregularities, discrepancies, claims or unauthorised items or transactions and UBBAL shall conduct its investigation within fourteen

(14) calendar days of your report. You acknowledge that your failure or delay to provide such notification shall be deemed as your conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on you for all purposes whatsoever and conclusive evidence of the transaction and your liability to UBBAL. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.

16.2 You shall not be entitled to use the UBBAL Services, if there exists any restrictions whatsoever in relation to your Account(s) either imposed by UBBAL or by any relevant authorities or courts.

17. Suspension or Termination of Services

17.1 Notwithstanding anything herein to the contrary, UBBAL may at any time, suspend or terminate your right of access to the UBBAL Services or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of the UBBAL Services and its users where UBBAL deems reasonably appropriate.

17.2 UBBAL will automatically terminate your right of access to the UBBAL Services or to any medium it is made available under (as applicable), should you cease to maintain any Account(s) with UBBAL which can be accessed via the UBBAL Services or the applicable medium or should your access to such Account(s) be restricted by UBBAL or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of the UBBAL Services and its users where UBBAL reasonably deems appropriate.

17.3 In the event that you do not login to the UBBAL Services for a continuous period of three (3) months, your UBBAL Services access will be deemed inactive and subsequently, in the event it remains idle for a period of six (6) months from your last login, your UBBAL access will be automatically deactivated.

17.4 You may terminate the UBBAL Services by giving prior notice to UBBAL. The UBBAL Services will be cancelled within seven (7) days from the date of UBBAL's receipt of the notice of termination and you agree that UBBAL shall not be obliged to effect any of your Instructions received on any day falling after the receipt of your notice of termination.

17.5 Except in the instances as stated above, UBBAL reserves the right to terminate the UBBAL Services provided UBBAL gives you twenty one (21) days prior written notice.

17.6 You acknowledge that termination will not affect your liability or obligations in respect of Instructions provided to and/or processed by UBBAL on your behalf.

18. Indemnity

18.1 You hereby agree to be liable for and to indemnify and keep UBBAL indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:

18.1.1 your breach or violation of these Terms and Conditions or any third party rights;

18.1.2 your use or purported use of the UBBAL Services;

18.1.3 your fraudulent acts;

18.1.4 your disclosure of Access Codes to any other person or in any emails or on other websites;

18.1.5 your failure to take reasonable steps to keep the Access Codes private and/or secure at all times; or

18.1.6 your failure to report a breach, disclosure or compromise of the Access Codes as soon as reasonably practicable upon being aware of the breach or loss respectively.

18.2 Your liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

18.2.1 UBBAL's failure to notify you of your obligations to ensure the confidentiality and security of your account Security Details, as well as of your obligation to immediately inform UBBAL in the event a breach, disclosure or compromise of the same;

18.2.2 UBBAL's failure to provide you with adequate means to notify UBBAL of any unauthorized or disputed transactions;

18.2.3 a technical breakdown or proven deficiency in the systems and equipment under the full control of UBBAL;

18.2.4 a proven weakness or vulnerability in the security features and controls adopted by UBBAL.

19. Notices

19.1 You hereby consent to all notices and other communications which concern the UBBAL Services or are required under these Terms and Conditions or may be given by UBBAL in any one of the following manners:

19.1.1 By ordinary post to your last address in UBBAL's records and such notification shall be deemed received two (2) days after posting.

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

19.1.3 By being displayed on UBBAL's premises and such notification shall be deemed effective upon such display.

19.1.4 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.

19.1.5 Broadcasting a message on the ubbib.io website or Mobile Application.

19.1.6 By notification to you in any other manner as UBBAL reasonably deems fit.

19.2 All notices to UBBAL concerning the UBBAL Services and these Terms and Conditions shall be in writing, signed by you and sent to UBBAL at the following address or in such other way as UBBAL may notify you from time to time:

UBB Amanah (Labuan) Limited (LL17337)

No. 1-23A First Floor, Paragon,

Jalan Tun Mustapha,

87008 Wilayah Persekutuan Labuan, Malaysia.

Telephone no.: +603-6211 4199

Email address: info@ubbamanah.com

20. Force Majeure

20.1 UBBAL shall not be liable to me/us or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if UBBAL is unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

21. Severability and Waiver

21.1 If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

21.2 Any waiver or indulgence granted shall not prevent UBBAL from reasonably enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require UBBAL to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

22. Variations

22.1 You acknowledge that among others to ensure the smooth and efficient provision of the UBBAL Services and/or to improve the UBBAL Services, UBBAL shall have the reasonable right and discretion to make such amendments and modifications as it deems necessary to:

22.1.1 the procedures and processes applicable to the UBBAL Services (i.e. procedure for registration of the UBBAL Services, acceptance of the Terms and Conditions, etc.); and

22.1.2 the service names used in relation to the UBBAL Services as referred to in these Terms and Conditions. Notwithstanding the same, you hereby agree that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to the UBBAL Services whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.

23. Dispute and Enquiries

23.1 If you have any enquiries or require any assistance, please refer to our helpdesk at +603-6211 4199.

23.2 In the event that you have any complaints and/or disputes arising from the UBBAL Services and these Terms and Conditions, please refer the matter to UBBAL at the address stated in clause 19.2.

23.3 You shall specify the nature of your query, complaint and/or dispute and such other details or information as may be required by UBBAL and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with UBBAL's complaints and dispute resolution procedure.

23.4 You undertake that any such complaints and/or disputes made by you are true and legitimate and you acknowledge that you will be solely liable to UBBAL in relation to false or fraudulent complaints or claims.

24. Law and Jurisdiction

24.1 These Terms and Conditions will be governed by the Laws of Malaysia and you hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of the UBB Amanah Labuan Limited Service.