

## **myASNB Portal Usage Terms & Conditions (“Terms of Access”)**

### **1. Definition**

*“ASNB Electronic Platforms”*

*Refers to myASNB portal/myASNB mobile app and/or any new digital platform owned and managed by ASNB.*

Please take a moment to read these terms and conditions carefully.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND THE USE OF THESE ASNB ELECTRONIC PLATFORMS AND THE SERVICES PROVIDED HEREIN BY AMANAH SAHAM NASIONAL BERHAD 197901003200 (47457-V) AND ITS PARENT COMPANY. BY ACCESSING ANY PAGE OF THESE ASNB ELECTRONIC PLATFORMS AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION (“TERMS OF ACCESS”).

IF YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS OF ACCESS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THESE ASNB ELECTRONIC PLATFORMS AND/OR USE OF THE SERVICES BY DEREGISTERING FROM THESE ASNB ELECTRONIC PLATFORMS. YOUR CONTINUED USE OF THESE ASNB ELECTRONIC PLATFORMS WILL BE DEEMED AS YOUR ACCEPTANCE OF THE TERMS OF ACCESS AND ITS AMENDMENT THERETO.

### **2. General**

- a. These ASNB Electronic Platforms and the services herein are operated, administered, maintained and developed by ASNB and/or third party vendors.
- b. All products and services of ASNB and its service provider(s) herein provided are subject to the terms and conditions of the applicable agreements governing their use. This Terms of Access are meant to regulate your access to these ASNB Electronic Platforms and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in these ASNB Electronic Platforms.
- c. Should there be any conflict between these Terms of Access and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail. Please direct any questions which you may have in respect of these Terms of Access to:

Amanah Saham Nasional Berhad  
Customer Service Department  
UG Balai PNB  
201-A, Jalan Tun Razak  
50400 Kuala Lumpur

ASNB Customer Service Centre: 03-77308899  
Fax: 03-2050 5220  
Email: [asnbcare@pnb.com.my](mailto:asnbcare@pnb.com.my)

### 3. INFORMATION

- a. The information, material, functions and content provided in the pages of these ASNB Electronic Platforms may be changed from time to time with or without notice at ASNB's absolute discretion. Your continued access or use of these ASNB Electronic Platforms and/or the services provided herein subsequent to any such change will be deemed as your acceptance to those changes. Any amendments to this Terms of Access will be effective when they are posted on [www.myasnb.com.my](http://www.myasnb.com.my).
- b. The materials and information in these ASNB Electronic Platforms, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by ASNB on an "as is" and "as available" basis and are strictly meant for your reference and information only and shall not be assumed to be intended for any business or commercial purposes or to constitute an offer or solicitation and/or giving of advice in respect of investment provided by ASNB.
- c. You are therefore advised to obtain independent professional advice at all times and verification of the said materials and information before making investment decision based on the same. References to materials and information contained in these ASNB Electronic Platforms include such material and information provided by third parties. ASNB shall advise you to visit, telephone, e-mail, or write to such parties for more information or to confirm the materials and information contained herein.

### 4. DISCLAIMER

- a. ASNB does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of these ASNB Electronic Platforms, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
- b. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of ASNB, reasonable measures will be taken by the ASNB to ensure the accuracy and validity of all information relating to transactions, products and/or services of ASNB which originate exclusively from ASNB.

- c. Further ASNB does not warrant or represent that access to the whole or part(s) of these ASNB Electronic Platforms, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

#### 5. HYPERLINKS TO THIRD PARTIES

- a. Links from or to websites outside of these ASNB Electronic Platform are meant for convenience only. ASNB does not verify, monitor or endorse the content, opinions mentioned and other links (if any) provided by such resources as such linked website are owned and operated by third parties and as such are not under the control of ASNB.
- b. Therefore, ASNB 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 links provided in these ASNB Electronic Platforms shall not be considered an endorsement or verification or approval of such linked websites or the contents therein.
- c. Linking to any other site is at your sole risk and ASNB will not be responsible or liable for any damages in connection with the linking. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to these ASNB Electronic Platforms.

#### 6. INTELLECTUAL PROPERTY RIGHT

- a. Unless otherwise indicated, the copyright in these ASNB Electronic Platforms and its contents, including but not limited to the text, images, graphics, sound files, video files, and their arrangement, are the property of ASNB, and are protected by applicable Malaysian and international copyright laws.
- b. No part or parts of these ASNB Electronic Platforms may be modified, copied, edited, altered, distributed, retransmitted, broadcasted, communicated, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of ASNB.
- c. You also shall not, without ASNB's express prior written consent, insert a link to these ASNB Electronic Platforms on any other website, frame or "mirror" or frame any material contained on these ASNB Electronic Platforms on any other server and/or system.
- d. Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of ASNB Electronic Platforms may be in breach of any copyright law which could be the subject of legal action.
- e. ASNB disclaims all liability which may arise from any unauthorized reproduction or use of the contents of these ASNB Electronic Platforms.

- f. All trademarks, service marks, and logos displayed in these ASNB Electronic Platforms are the property of ASNB and/or their respective third party proprietors as identified in these ASNB Electronic Platforms.
- g. Unless the prior written consent of ASNB or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on these ASNB Electronic Platforms has been obtained, no license or right is granted to any party accessing these ASNB Electronic Platforms to use, download, reproduce, copy or modify such trademarks, services marks or logos.
- h. Similarly, unless the prior written consent of ASNB or the relevant third party proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to ASNB Electronic Platforms or any other site.

## 7. INDEMNITY AND EXCLUSION OF LIABILITY

- a. As an ASNB Electronic Platforms user you hereby irrevocably agree to fully indemnify and keep indemnified ASNB, its officers, directors, employees, agents and servants harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which may be suffered or incurred by ASNB, whether directly or indirectly, in connection with or arising from:
  - i. your use or misuse of these ASNB Electronic Platforms and the services provided herein;
  - ii. your breach of this Terms of Access howsoever occasioned; or
  - iii. any intellectual property right or proprietary right infringement claim made by a third party against ASNB in connection with your use of these ASNB Electronic Platforms.
- b. ASNB and/or its service provider(s) herein 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, 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 these ASNB Electronic Platforms (or any third party link to or from ASNB Electronic Platforms), reliance on the information contained in ASNB Electronic Platforms, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.
- c. In addition to any other disclaimers and exclusions as may be stipulated by ASNB in these ASNB Electronic Platforms and to the extent as may be permitted under law, ASNB disclaims all warranties, conditions, guarantees or representations, express or implied with respect to these ASNB Electronic Platforms.

## 8. TERMINATION

ASNB reserves the right to terminate, restrict and/or suspend your access to these ASNB Electronic Platform and/or your use of these ASNB Electronic Platforms at any time, for any reason. In particular, and without limitation, ASNB may terminate and/or suspend your access should you violate any of this Terms of Access, or violate the rights of ASNB, of any other user, or of any third party. You acknowledge that termination will not affect your liability or obligations in respect of instruction already processed and/or effected by ASNB on your behalf.

## 9. DATA PROTECTION

- a. You hereby confirm that you have read, understood and agreed to be bound by ASNB's Privacy Policy, which is available at [www.asnb.com.my](http://www.asnb.com.my). For avoidance of doubt, you agree that the said Privacy Policy shall be read together and form part of these Terms of Access. Unless the context otherwise requires or unless otherwise defined in these Terms of Access, words and expressions defined in the Privacy Policy shall have the same meaning when used in these Terms of Access.
- b. Your personal data and financial information as well as the other information in respect of the same ("Information") will be kept confidential in accordance with ASNB's Privacy Policy pursuant to any applicable law that may from time to time be in force.
- c. ASNB may also obtain your Information in various ways, including but not limited to:
  - i. when you enter into any commercial transactions with ASNB including but not limited to you providing goods and/or services or your professional services;
  - ii. from third parties connected with you, such as employers, service provider, joint account holders or guarantors;
  - iii. from video recordings from close circuit security surveillance cameras and audio recordings;
  - iv. from publicly available sources; or
  - v. from the website of our parent company and/or its subsidiary company(ies).
- d. When you visit ASNB Electronic Platform, your Internet Protocol (IP) address is automatically logged in our server. An IP address is a number that is automatically assigned to your computer when you signed up with an internet service provider.
- e. ASNB will use your IP address to help diagnose problems with our server, and to administer these ASNB Electronic Platforms. From your IP address, we may identify the general geographic area from which you are accessing these ASNB Electronic Platforms. Generally, we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.

- f. ASNB may use cookies to customize your experience on these ASNB Electronic Platforms and we may also use cookies to record how many times a user has visited these ASNB Electronic Platforms and what pages the user has accessed. "Cookies" is information placed on an individual's computer hard drive to enable the individual to more easily communicate and interact with a website. ASNB shall not however, use cookies to retrieve information that is unrelated to your interaction with these ASNB Electronic Platforms.

#### 10. WAIVER

In the event that ASNB fails or neglects to enforce any provisions or remedy under this Terms of Access for whatever reason, ASNB shall neither be construed as having waived its right to enforce the same nor as having waived its rights to any continuing, succeeding or subsequent breach of the same or any of the provisions in this Terms of Access.

#### 11. SEVERABILITY

If any part of this Terms of Access is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of this Terms of Access shall continue in full force and effect.

#### 12. GOVERNING LAW & JURISDICTION

- a. Notwithstanding from where you access ASNB Electronic Platforms or use the services provided by ASNB, you agree to this Terms of Access and any disputes arising hereunder shall, at all times, be governed and construed in accordance with the laws of Malaysia. Further you agree to submit and be bound by the exclusive jurisdiction of the courts of Malaysia.
- b. ASNB makes no representation that the materials, information, functions and/or services provided on this website and/or portal are appropriate or available for use in jurisdictions other than Malaysia.