

TERMS OF USE FOR JARIAH FUND'S PLATFORM USER

1. GENERAL

- a. By accessing the Platform, you are deemed to have agreed to be bound by the Terms of Use and any amendments made thereto without limitation or qualification. Please read the terms and conditions herein carefully. Should you not accept or agree to the Terms of Use, you are required to discontinue access to the Terms of Use and access to the Platform.
- b. This Terms of Use is to be read together with any instructional material, other terms, conditions and provisions provided by Jariah Fund and/or any of its subsidiaries, affiliates and business partners that may be prescribed from time to time. Should there be any conflicts between the Terms of Use and other agreement you may have with Jariah Fund and/or any of its subsidiaries, affiliates and business partners, the terms and conditions of this Terms of Use shall prevail to the extent that it relates to your use of the Platform.
- c. In the event that the campaign failed to raise the targeted amount within the period of Campaign, Jariah Fund may:
 - Extend the timeline of the Campaign; or
 - close the Campaign as partially funded and transfer the funded amount to the Beneficiaries; or
 - close the Campaign as incomplete and the remaining balance will be topped up by Bank Muamalat Malaysia Berhad (BMMB).
- d. The donation process should be done in a manner determined by Jariah Fund and the donation is non-refundable.
- e. The Terms of Use shall be read together with [Frequently Asked Question \(FAQ\)](#) for further clarification on the Platform.

2. DEFINITIONS/INTERPRETATIONS

- a. **Account** refers to User's valid account with Jariah Fund in order to use the Platform for the purpose of Jariah Fund Services in accordance with the terms and conditions stated herein;
- b. **Beneficiaries** refers to the qualified recipient of fund that fulfil the requirements to receive the donation for the Campaign as approved by Jariah Fund;
- c. **Business Hours** refers to normal working hours as stated in the [Contact Us Page](#), excluding Saturdays and Sundays and public holidays in Malaysia;
- d. **Campaign** refers to the Crowdfunding project for charity with the purpose of education, health, economic empowerment (micro enterprise) for the benefit of Beneficiaries which was proposed by the Charity Partner and has been approved by Jariah Fund;
- e. **Charity Partner** refers to the Non-Governmental Organisation (NGO), association, club or other registered social entity that is registered under Companies Act 2016 or Societies Act 1966 or any other relevant Laws and appointed by Jariah Fund;;
- f. **Fund** refers to cash or asset raised from the crowdfunding, subject to the needs of Beneficiaries as decided by Jariah Fund for each Campaign;
- g. **Jariah Fund** refers to a party that provides the Platform for the purpose of Jariah Fund Services;

- h. **Jariah Fund Services** refers to the facilities and services provided by Jariah Fund to facilitate the Campaign, which includes but not limited to online transaction of the User via the Platform, the act of handover of Fund to Beneficiaries, etc.;
- i. **Platform** refers to this Jariah Fund website known as [www.jariahfund.muamalat.com.my] which provides information about the Campaign made available by Jariah Fund which may be accessed by User via the world web of the internet, in accordance with the terms and conditions stated herein;
- j. **Privacy Policy** refers to the document setting out Jariah Fund's policy on the collection, use, storage, disclosure, and management of your personal data, as modified from time to time;
- k. **Related Agreements** refers to any agreements, guidelines, laws, policies, rules and regulations in relation to Jariah Fund Services including the respective terms and conditions governing the relevant Account(s) as imposed by Jariah Fund through the use of the Platform including its variations, amendments or supplemental terms which may be in force from time to time;
- l. **Terms of Use** refers to this Terms of Use for access and use of the Platform, as modified from time to time;
- m. **User** refers to any individual or entity using the Platform and includes a corporate user and an individual user
- n. **You, your or yourself** refers to the User who accesses, subscribes to, utilizes or participates in the Platform.
- o. In this Terms of Use, unless the context otherwise requires:
 - a reference to a particular law, statute, statutory provision or subsidiary legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force.
 - references to one gender include all genders and references to the singular include the plural and vice versa;
 - references to:
 - a "person" include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality);
 - a "company" shall include any company, corporation or body corporate, wherever incorporated;
 - a "person" or "company" shall include its or his successors and personal representatives; and
 - a "party" to a document includes that parties' successors and permitted assigns;
 - any reference in this Terms of Use to a document is a reference to the document in any form including paper, electronically stored data, magnetic media, film and microfilm;
 - headings are for convenience only and shall be ignored in construing this Terms of Use;
 - a reference in this Terms of Use to "including", "include" and other similar expressions shall not be construed restrictively but shall mean "including

without prejudice to the generality of the foregoing” and “including, but without limitation”;

- any reference to “writing” or cognate expressions includes a reference to telex, cable, facsimile transmission or comparable means of communications;
- references to times of day are to Kuala Lumpur time and references to a day are to a period of twenty four (24) hours running from midnight on the previous day;
- where the day on or by anything is on a day that is not a business day, then the thing must be done on the next day;
- words “Ringgit Malaysia” or “Ringgit” and the symbol “RM” must be construed as the lawful currency of Malaysia;
- the words “hereof”, “herein”, “hereto”, “hereinafter” and “hereunder”, and words of similar import, will refer to this Terms of Use as a whole and not to any particular provision of this Terms of Use; and
- any term relating to computer technology not specifically defined or described herein shall be construed with the general practice and the trade of computer companies and the information technology industry in Malaysia.

3. REPRESENTATIONS AND WARRANTIES

- a. Except as specifically provided herein and to the fullest extent permitted by law, Jariah Fund makes no and expressly exclude all and any warranties, representations, guarantees or endorsements, whether express or implied, oral or written, including without limitation to warranties for merchantability, fitness for a particular purpose, accuracy, quality, adequacy, security, availability, reliability, timeliness and/or completeness of Jariah Fund Services and any other service, information, content, or project (including third party products, services, information, content, and project) provided in or through the Platform, or the performance, use and operation of any of the foregoing.
- b. User agrees that you have placed no reliance on any representation, warranty or guarantee made by Jariah Fund save and except for those representations, warranties or guarantees which have been expressly stated under this Terms of Use. Any representation, whether written or oral, given by any officer or representative of Jariah Fund shall be void and have no legal effect whatsoever.
- c. User warrants and represents to Jariah Fund that:
 - for corporate person:
 - you are a corporation duly registered or incorporated and validly existing under the laws of the jurisdiction of its organization or incorporation;
 - you have the full power and authority and have obtained all necessary authority and consent to enter into and perform your obligations under this Terms of Use, or such other agreements and arrangements referred to in this Terms of Use;
 - this Terms of Use and Related Agreements create legal, binding and valid obligations, enforceable against you in accordance with its terms;
 - there are no suits or proceedings pending against or affecting you which would have a material adverse effect upon the performance of your obligations in accordance with this Terms of Use or Related Agreements; and

- you are in compliance with all the relevant legislations, laws, and regulations governing you.
- for individual person:
 - you have reached the age of 18;
 - you are not a bankruptcy;
 - you have not been convicted or is involved in any criminal and/or illegal activities;
 - this Terms of Use and Related Agreements create legal, binding and valid obligations, enforceable against you in accordance with its terms; and
 - there are no suits or proceedings pending against or affecting you which, would have a material adverse effect upon the performance of its obligations in accordance with this Terms of Use or Related Agreements
- d. Warranty on source of Fund
 - User warrants that the Fund shall not be used as channels for money laundering and terrorism financing and User also hereby guarantees the Fund shall come from a lawful source of activity as defined under Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA).
 - User shall at all times comply with all laws and regulations including AMLA being upon or applicable to User.
 - In no event Jariah Fund shall be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Jariah Fund Services under the laws for the time being in force in particular but not limited to its statutory duties under AMLA.

4. ACCOUNT REGISTRATION

- a. User are required to fill in the information required by Jariah Fund and provide, inter alia, a username, password to be used upon logging in to the Account.
- b. User will also be required to provide certain information which may be required to effectively provide for Jariah Fund Services. The information include but not limited to name, identification type, company registration numbers, contact numbers, emails, wherever applicable.
- c. If you choose to register in the Platform, you agree to provide and maintain time, accurate, current and complete information about yourself, as prompted by the Platform's registration form.
- d. User may register no more than one.
- e. This information will be retained by Jariah Fund and all personal data will be processed in accordance with the Privacy Policy.
- f. After completion of the requisite steps detailed above and the on screen confirmation by User, of the details so provided, your access to the Platform will subject to the terms herein, be activated.
- g. Jariah Fund may refuse to authorize registration by User if any of the following applies:-
 - The person does not fulfil User requirements in Clause 3 of this Terms of Use;
 - The person has had their activity stopped due to violation of the terms and conditions stated herein;
 - When the person's registration information includes inaccurate or false information;

- When the person's use is judged to have brought about or risks bringing about interference or interruption to the operation of the Jariah Fund Services by Jariah Fund or to the use of other User.
- When it is judged that the person is a member of a violent group member, or a member of any other anti-social movement similar to the above (hereinafter "anti-social movement") or a member or employee or similar of a corporation whose operation has a substantial connection with an anti-social movement, etc., and where the person has been judges to have any connection whatsoever with an an-social movement;
- Any other case that is judged to be improper by Jariah Fund.

5. UPDATING OF USER'S PARTICULARS

- a. User shall notify Jariah Fund in writing of any changes or variations in and Jariah Fund shall be entitled to assume there have been no changes or variations until Jariah Fund receive such notices given by User.

6. LINKS TO THIRD PARTY WEBSITES

- a. The Platform contains hyperlink to third party websites which are not under Jariah Fund's control, unless stated otherwise. This hyperlink does not in any way represents Jariah Fund and Jariah Fund disclaims any responsibility or liability for the contents or privacy practices of these hyperlinks and our Privacy Notice does not apply to these hyperlinks.

7. INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS, AND TRADEMARKS

- a. All intellectual property rights including but not limited to trade marks, patent, copyright and designs, whether registered, registrable or otherwise, now or hereafter existing attaching to, contained or incorporated in the Platform or related to Jariah Fund Services (including but not limited to all information, data, material, graphics, files, text sound recordings and the sequence and arrangement of the same) are vested in Jariah Fund and/or their respective third party proprietors. Any exploitation or such other use of the said intellectual property rights in any manner whatsoever without the express prior written consent of Jariah Fund and/or the third party proprietor, as the case may be, is prohibited.
- b. Copying, reverse engineering, automated browsing, downloading, mirroring, and the commercial exploitation of the content available on the Platform is strictly prohibited unless with prior written consent by Jariah Fund.

8. EXCLUSION/DISCLAIMER/LIMITATION OF LIABILITY

- a. The information and materials in the Platform or provided in relation to Jariah Fund Services, including but not limited to services, projects, information, data, text, graphics, audio, video, links or other items are provided by Jariah Fund on an "as is" and "as available" basis. All such materials and information (including text, graphics links or other items) are subject to change without notice, at Jariah Fund's sole and absolute discretion.
- b. References to information and material contained in the Platform may include such information and material provided by third parties. Jariah Fund advises the User to

visit, telephone, e-mail, fax or write to such parties for more information or to confirm the information contained herein.

- c. Except for willful misconduct, Jariah Fund 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 the website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. Subject to the above and/or the terms and conditions of the applicable agreements governing the Platform, reasonable measures have been taken by Jariah Fund to ensure the accuracy and validity of all information on the Platform and relating to Jariah Fund Services.
- d. Jariah Fund does not warrant or represent that access to or the use of the whole or parts of the Platform, Jariah Fund Services, 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.
- e. Jariah Fund shall bear no responsibilities whatsoever towards any party for any changes, restriction, temporary suspension of Jariah Fund Services pursuant to the terms and conditions herein;
- f. Jariah Fund shall not be responsible or liable for any loss caused or damage incurred or suffered by you or any other person as a consequence of accessing, browsing or using the Platform, including without limitation, 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 use of the Platform;
 - the Platform not being available;
 - any access, use or inability to access or use the Platform and/or any other website linked to the Platform;
 - any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of Jariah Fund or its agents;
 - attack or interference by any computer virus, corruption, worms or by any person;
 - failure or delay in the execution of any of Jariah Fund's obligations due to any cause beyond the control of Jariah Fund including but not limited to causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides or acts of God or computer, electronic, communications or electrical system failures of any nature whatsoever, malfunction or breakdown, or the interruption, non-supply, breakdown or failure in supply of electricity or power for any length of time;
 - any unavoidable, unforeseeable and irresistible events like and Epidemic, Pandemic, communicable disease outbreak and communicable virulent diseases;

- any inaccuracies, errors, defects of any content of this website or other website linked to the Platform;
- any operation malfunction or defect of your computer terminal, systems or software used in accessing the Platform;
- any omission, delay in performance or non-performance of your obligations under the provisions of this Terms of Use and any other rules, regulations, policies, and guidelines currently in force;
- Jariah Fund acting on instruction transmitted with the use of the Account;
- fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by you in the event that you have acted fraudulently;
- email messages sent to Jariah Fund via the internet; and
- any corruption, destruction, alteration, loss of, malfunction or error in the course of communications that may affect the accuracy or timeliness of messages, instructions or any data or information in the course of transmission which it has no control over.

This exclusion clause shall take effect to the fullest extent permitted by law.

9. INDEMNITY

- a. User agrees to indemnify and keep Jariah Fund, its employees, agents fully 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 or due to:
 - your breach or violation of this Terms of Use, Related Agreements or any third party rights; and
 - your use, purported use or misuse of the contents of the Platform and any hyperlinked websites and the services provided therein.
- b. This obligation to indemnify Jariah Fund shall survive the termination of this Terms of Use or Related Agreements.

10. CHANGES OF TERMS OF USE

- a. Jariah Fund reserves the right to vary, amend or supplement any of this Terms of Use of Related Agreements by way of notice in such manner as deemed by Jariah Fund from time to time. Notwithstanding anything to the contrary, Jariah Fund has to give twenty one (21) days prior notice to you in relation to the amendments or variations to any of the Terms of Use or Related Agreements.
- b. User will be able to review the revised Terms of Use and Related Agreements upon access to the Platform and use of Jariah Fund Services shall constitute User's acceptance to the variations, amendments or supplements thereto.

11. RESPONSIBILITIES/COVENANTS BY USER

- a. User agrees to observe all security measures in relation to the Account and the access to the Platform as specified in this Terms of Use and any other legislation, subsidiary legislation, rules and regulations, policies or guidelines as may be in force in relation thereto.
- b. User accepts full responsibility and shall provide Jariah Fund with complete, accurate and timely data, information and instructions in relation or in connection

- with any transactions and performance of any transactions made through the Platform.
- c. User shall observe all reasonable propriety and etiquette in your communications with Jariah Fund and shall not communicate any obscene or defamatory information to Jariah Fund whether through the Platform, or otherwise.
 - d. User shall not initiate any claims, actions or suits against Jariah Fund, for any unauthorized use of your Account, whether as a result of security measures being compromised or otherwise.
 - e. User shall not use the Platform for any purpose other than conducting authorized transactions pertaining to your Account.
 - f. User shall not hack, attempt to hack or gain unauthorized access, whether directly or indirectly, into the Platform or other Accounts and/or for any purpose whatsoever.

12. AVAILABILITY OF JARIAH FUND SERVICES

- a. The Platform shall be available to be accessed at all times. However, User acknowledges that the Platform may not be accessible due to system maintenance, system failures or other reasons beyond the control of Jariah Fund. Jariah Fund however does not warrant that the Platform will be available at all times without interruption.

13. INSTRUCTIONS AND AUTHORIZATIONS

- a. User hereby irrevocably agrees and authorizes Jariah Fund to comply with User's instructions in relation to Jariah Fund Services. The instructions include the transfer of Fund from User to Beneficiaries for the purpose of Campaign according to the terms and conditions stated in this Terms of Use and Related Agreements.
- b. User agrees that all instructions and or communications sent electronically to or by Jariah Fund which meet the operating standards and requirements of Jariah Fund shall be deemed to be as good and, given the same effect, as written and/or signed documentary communications, and Jariah Fund shall not be obliged to check the accuracy of the instructions.
- c. User agrees that any instructions received by Jariah Fund after the successful use of your username and password by you or someone purporting to be you shall be deemed to have been issued by you notwithstanding that such instruction(s) may have been issued by a third party, whether authorized or otherwise. User agrees that such instruction(s) should be binding on you upon their transmission to Jariah Fund.
- d. User agrees that Jariah Fund shall be entitled to act on any instruction transmitted after the successful use of your username and password by you or someone purporting to be you or by any third party whether authorized or unauthorized, and you agree that Jariah Fund shall not be liable for any loss which you and/or any third party may incur by Jariah Fund by so doing.
- e. Should you:
 - have any reason to believe, is aware, or suspects that an instruction has not been accurately or completely received by Jariah Fund, including without limitation, any mistaken, fraudulent, or unauthorized instructions; or
 - receive any incomplete or inaccurate data or information from Jariah Fund of any and all instructions, transactions, or other use under the Platform,

you shall inform Jariah Fund through the manner as provided under **Clause 18(b)** and in any case not later than twenty four (24) hours after transmission of the relevant instruction by yourself. Jariah Fund may, at its sole and absolute discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any earlier instruction of yourself.

- f. Jariah Fund may at its sole discretion, refuse to carry out any of your instructions where your instructions are inconsistent with this Terms of Use herein and the terms and conditions in Related Agreements including any guidelines, policies, rules, and regulations currently in force or for any other reasons whatsoever that Jariah Fund deems fit.

14. **ACCOUNT INFORMATION**

- a. Jariah Fund does not warrant the accuracy of any information pertaining to the Account(s) as reported through the Platform.
- b. User acknowledges that any information pertaining to the Account as reported through the Platform may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by Jariah Fund, require verification of Jariah Fund or are in progress.
- c. User acknowledges that any information reported by User through the course of using the Platform is accurate and that Jariah Fund shall not have any responsibility or accountability as to the accuracy of such information.
- d. User acknowledges that Jariah Fund shall not be responsible for your reliance on any information reported by any third party through the course of using the Platform.

15. **FEES AND CHARGES**

- a. Jariah Fund reserves its rights at its sole and absolute discretion to impose such service fees and/or transaction charges which Jariah Fund may deem fit from time to time in respect of or in connection with Jariah Fund Services.
- b. There is also no upfront fee or membership fee for User upon registration for Jariah Fund Services.
- c. For the avoidance of doubt, any changes to the service fees and/or transaction charges shall be notified to the User through the Platform.

16. **DISCLOSURE OF INFORMATION**

- a. By accessing the Platform, you have agreed to the terms of Privacy Policy of Jariah Fund in the processing and handling of your personal data. You agree that Jariah Fund may disclose or make available your information within Jariah Fund and its agents, suppliers, vendors and service companies that provide support or services for Jariah Fund Services. Your information will not be provided to third parties for any other purposes other than as stated herein or in the Privacy Policy.
- b. Whilst Jariah Fund is committed to take reasonable care and use its best endeavours to ensure that information transmitted and received is secure, you acknowledge the risks involved in using the internet and that Jariah Fund cannot guarantee the security of the said information and that it may not be accessed by unauthorized third parties. User further agrees not to hold Jariah Fund responsible or liable for any loss or damage suffered arising from the disclosures as specified herein.

- c. This **Clause 16** is to be read in conjunction with the Privacy Policy has been made available on the Platform provided by Jariah Fund and/or any of its subsidiaries, affiliates and business partners.

17. TERMINATION

- a. Jariah Fund reserves the right to immediately suspend, deny or terminate User's access to the Platform in the event should any one (1) or more of the following occur:-
- You cease to maintain any Account(s) with Jariah Fund which can be accessed via the Platform; or
 - you have provided Jariah Fund with false or incomplete information for access to or use of the Platform; or
 - your access to your Account is restricted by Jariah Fund, or any other party for any reason; or
 - you engage, directly or indirectly, in any transaction that involves proceeds of any unlawful activity; or
 - you acquire, receive, possess, disguise, transfer, covert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
 - you conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity; or
 - you have breached any term, condition, or provision of this Terms of Use or Related Agreements or as laid down by any legal, regulatory, or other authority or body relevant hereto; or
 - you have become, threaten, or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration, winding up proceedings, dissolution of company or bankruptcy proceedings (where applicable).
- b. You may terminate your Account by giving prior written notice to Jariah Fund. Your Account will be cancelled within seven (7) days from the date of Jariah Fund's receipt of the said notice of termination. You hereby agree that no transaction shall be made via the Platform and Jariah Fund shall not be obliged to effect any of your instructions received on any day falling after the receipt of your notice of termination.
- c. Notwithstanding anything herein to the contrary, Jariah Fund may at any time, in its sole and absolute discretion terminate, suspend, and/or restrict your right of access to the Platform (whether it is via the Account) or any portion of it without notice and without any obligation to give any reasons therefore or for any reason whatsoever.
- d. Upon termination by Jariah Fund, you acknowledge that Jariah Fund shall not be obliged to effect any of your instructions received on any day falling the termination by Jariah Fund. You also agree that the Fund duly transferred is non-refundable and it will be utilized in accordance with the terms and conditions stated herein.
- e. For the avoidance of doubt, User acknowledges that termination shall not affect your liability or obligations in respect of any instructions processed by Jariah Fund on your behalf. Furthermore, you agree and acknowledge that you shall not hold Jariah Fund liable for any loss, which you may suffer as a result of such termination.

18. NOTICES

- a. User hereby consent to all notices and other communications which concern the Platform and Jariah Fund Services or are required under this Terms of Use may be given by Jariah Fund in any of the following manners:-
 - By electronic mail to your registered email address in Jariah Fund's record and such notification shall be deemed received twenty four (24) hours after sending.
 - By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of the advertisement in any such newspaper.
 - Posting a message or notification on the Platform.
 - In any manner as Jariah Fund deems fit.
- b. All notices to Jariah Fund concerning the Platform, Jariah Fund Services and this Terms of Use or Related Agreements shall be in writing, signed by you sent to Jariah Fund at the following address or in such other as Jariah Fund may notify you from time to time:
 - Address: Level 20, Dakwah, Wakaf & Zakat Department, Menara Bumiputra, 21 Jalan Melaka, 50100 Kuala Lumpur
 - Email: jariahfund@muamalat.com.my
- c. Notwithstanding anything herein to the contrary, all notice(s) received from the User shall take effect only upon Jariah Fund's acknowledgement of its receipt.

19. WAIVER

- a. No failure or delay on the part of Jariah Fund in exercising nor any omission to exercise any right, power, privilege or remedy provided in this Terms of Use or Related Agreements shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

20. SEVERABILITY

- a. If any of the provision and/or part of this Terms of Use or Related Agreements becomes invalid, illegal, or unenforceable pursuant to any law, then the invalid and unenforceable provisions and/or any part thereof shall be deemed to have been superseded by a valid, enforceable provision and/or part that most closely matches the intent of the original provision and/or part and the remainder of the other provisions and/or part of this Terms of Use or Related Agreements shall continue in full force and effect. Any such invalidity, illegality and unenforceability shall not affect or impair the remaining provisions and/or part of this Terms of Use or Related Agreements herein.

21. RECONSTRUCTIONS

- a. Your obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of either Jariah Fund or by you or by any company by which the business of either Jariah Fund and you may for the time being be carried on and shall be available to the company carrying on the business for the time being.

22. **NO PARTNERSHIP**

- a. User acknowledges that you will not hold yourself out as an agent, partner or co-venturer of the other Parties and that this Term of Use is not intended and do not create an agency, partnership, joint venture or any other type of relationship except the contractual relationships established hereby.

23. **TIME**

- a. Time wherever mentioned shall be of the essence in this Terms of Use.

24. **PRIVACY POLICY**

- a. The access and use of the Platform and/or Jariah Fund Services shall subject to BMMB Privacy Notice known as [Personal Data Protection Notice](#) and shall also refer to **Clause 16** of this Terms of Use.

25. **MISCELLANEOUS**

- a. The information, material, content, advice or projects described or offered in the Platform are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Platform and Jariah Fund Services to any restriction within such jurisdiction or country.
- b. You are advised to conduct your own research and seek independent legal, financial or other advice as you deem necessary at all times before making any decision based on any such information, material, content or advice.
- c. Your use and access to the Platform may be terminated or suspended whether in part or whole by Jariah Fund at any time subject however to Jariah Fund having given you a notice.

26. **ENQUIRIES**

- a. In the event that User have any complaints, enquiries and/or disputes arising from the Platform, Jariah Fund Services and these Terms of Use or Related Agreement, please refer the matter to Jariah Fund via email at jariahfund@muamalat.com.my specifying the nature of the complaint and/or disputes.

27. **DISPUTES**

- a. In the event of a dispute arising out of or relating to this Terms of Use or Related Agreements should at first instance be settled by negotiations between User and Jariah Fund (hereinafter referred as "Parties").
- b. Where the dispute cannot be amicably settled by way of negotiations between the Parties pursuant to sub-clause (a) above, the dispute will, at the mutual election of the parties be referred to either mediation, arbitration or to a Malaysian Court situated in Kuala Lumpur.
- c. Where the resolution is to be by way of arbitration, the same shall be held under the auspices of the Asian International Arbitration Centre (AIAC) and conducted in accordance with the AIAC Arbitration Rules. Such Arbitration shall be presided by one (1) arbitrator who shall be appointed by the Parties.
- d. Nothing in this Clause will prevent the Parties from seeking urgent equitable relief before an appropriate court.

28. **GOVERNING LAW**

- a. This Terms of Use shall be governed and construed in accordance with the laws of Malaysia.