



Be U by Bank Islam

Menara Bank Islam
22, Jalan Perak,
50450 Kuala Lumpur

☎ 03 2779 0088

@ beu.communitysupport@bankislam.com.my

BANK ISLAM



BE U GIGS TERMS & CONDITIONS

You are advised to read and understand this Be U Gigs Terms and Conditions (“Be U Gigs T&C”) carefully before subscribing or participating in any related products or services offered by Be U by Bank Islam Malaysia Berhad’s (“Bank Islam”) mobile application (“Be U App”) through the Be U gigs feature (“Be U Gigs”) including any related campaigns and promotions.

This Be U Gigs T&C apply between Bank Islam and you as the user of Be U Gigs and shall be regarded as a legally binding contract. This Be U Gigs T&C shall be read together with the:

- Be U by Bank Islam Digital Banking Application Terms and Conditions (“**Be U App T&C**”) <https://getbeu.com/docs/BeU-tnc.pdf>;
- Be U Qard Savings Account-i (“**Be U QSA**”) Terms and Conditions (“**Be U QSA T&C**”) <https://getbeu.com/docs/BeU-qsa-tnc.pdf>;
- Privacy Policy <https://getbeu.com/docs/BeU-privacy-policy.pdf> and
- Privacy Notice <https://getbeu.com/docs/Privacy-Notice-Version-5-June-2018.pdf>

We would also advise you to read the Be U Frequently Asked Questions (FAQ) for more information related to Be U Gigs.

DO NOT PROCEED USING THIS BE U GIGS OR ANY BE U RELATED PRODUCTS, CAMPAIGNS AND PROMOTIONS IF YOU DISAGREE WITH THIS BE U GIGS T&C.

1. What is Be U Gigs?

- 1.1 Be U Gigs is one of the available features on the Be U App which renders income opportunities in your current location accessible through our collaborations with the Gig Collaborators.
- 1.2 We may add, change or remove the entire or any part of the services available on Be U Gigs from time to time. Should there be any changes which may affect your use of the Be U Gigs services, we will notify you accordingly.
- 1.3 However, kindly be advised that any updates on the gig jobs will only be done as and when such updates are available. Gig jobs displayed at the time of viewing would be the latest gig jobs available through Be U Gigs.

2. Eligibility

- 2.1 Be U Gigs is open to individuals who are eighteen (18) years old and above.

(Effective Date: 16 August 2022)



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2.2 You have to sign up with Be U App and open a Be U QSA in order to apply gig jobs through Be U Gigs feature on the Be U App.

3. Definitions

3.1 “**Gig Collaborator(s)**” refers to third party providers collaborating with Bank Islam to provide reliable and Shariah compliant gig jobs to be listed in the Be U App.

3.2 “**Personal Data**” means any information that relates to a Be U Gig user who is identified or identifiable from that information. For example your name, NRIC, telephone number(s), mailing address and/or email address.

4. Our Responsibility for the Services of our Gig Collaborator(s)

4.1 Be U App may contain links to our Gig Collaborators’ independent websites or mobile applications which are not provided by us when you apply for a job through Be U Gigs.

4.2 Such links shall not be construed as any representation by us nor construed as endorsed by us. For the avoidance of doubt, such sites are independently developed and owned by the Gig Collaborator(s). Any subscription or purchase of any services offered by the Gig Collaborators is entirely between you and the Gig Collaborator(s), beyond our purview.

4.3 You are advised to exercise caution and diligent when sharing your Personal Data and information beyond the Be U App platform.

4.4 Your interaction with the Gig Collaborator(s) via the Be U App shall be subjected to the rules and policies of the relevant Gig Collaborator(s). You are advised to read, understand and acknowledge (where applicable) of the Gig Collaborator(s) terms and conditions of service and other relevant policies including their privacy policy before engaging with them via the Be U App.

4.5 Any decision to subscribe or purchase any services offered by the Gig Collaborator(s) shall be based on your own independent judgement. Bank Islam is not involved in such decision and shall not be responsible for such decision.

4.6 Bank Islam shall not be liable in any way for any losses, damages and claims suffered by you from your purchase, subscription or usage of the services offered by our Gig Collaborator(s). Any losses, damages and claims suffered by you shall be the responsibility of the Gig Collaborator(s) except where it is directly attributable to Bank Islam’s gross negligence, willful default or fraud.

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5. Payment

- 5.1 Upon completion of the gig jobs that you applied to, you will receive fees directly from the relevant Gig Collaborator(s) (the “Fees”) based on the terms of the services that you subscribed to or purchase as offered by the Gig Collaborator(s). The Fees will be credited by the Gig Collaborator(s) into your Be U QSA.
- 5.2 Any dispute, query, complaint, claims or error relating to your Fees shall be dealt directly with the relevant Gig Collaborator(s). You may reach the relevant Gig Collaborator(s) through the Gig Collaborator(s) support channel.
- 5.3 Bank Islam shall not be responsible for the services offered by the Gig Collaborator(s) and therefore not responsible for any losses you may suffer as a result of the relevant Gig Collaborator(s)’ failure or neglect in processing and handling your Fees except where it is directly attributable to Bank Islam’s gross negligence, willful default or fraud.

6. Be U Gigs Account Ownership

- 6.1 You shall be responsible for your Gigs account and shall not transfer your Be U Gigs account to another person and authorize, permit or allow other person to use your identity and/or your profile to apply for gig jobs through the Be U App.
- 6.2 Your Be U Gigs account is non-transferable.

7. Contacting Be U (including for Complaints)

- 7.1 If you wish to contact us for any other reason, e.g. to give feedbacks, complaints, suggestions regarding our Be U App and services or lodge any dispute relating to the Be U App, you can submit the contact us form on the Be U App. Alternatively, you can email our Be U Community Support at beu.communitysupport@bankislam.com.my or call us at 03-27790088. Traditionally, we would provide you an address should you wish to send us a letter, but we’re all about saving the trees and protect the environment these days. Email or call us instead.
- 7.2 You may contact Bank Negara Malaysia LINK or BNM TELELINK (as below) if your query or complaint is not satisfactorily resolved by Bank Islam:

via telephone: 1-300-88-5465 (1-300-88-LINK)

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via fax: 03-2174 1515

via email: bnmtelelink@bnm.gov.my

via letter: **Laman Informasi Nasihat dan Khidmat (LINK)**

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

8. Suspension, Termination and Restriction of Be U Gigs

8.1 Bank Islam may terminate, suspend or restrict your access in accordance with the Be U App T&C.

9. Variations of Terms and Conditions

9.1 Bank Islam reserves the right to add, amend, delete or vary any of these Be U Gigs T&C by giving at least twenty-one (21) days' notice before the amended Be U Gigs T&C takes effect. The revised Be U Gigs T&C will be made available upon access in the Be U App and will become effective on the day as set out in the revised Be U Gigs T&C.

9.2 You will be required to read, understand and acknowledge the revised Be U Gigs T&C before you can proceed to gain access to Be U Gigs. If at any point of time you do not understand, you may discuss further by contacting Be U Community Support before acknowledging the revised Be U Gigs T&C. If you do not agree with the revised Be U Gigs T&C, please stop using Be U Gigs immediately.

10. Other Terms

10.1 The following clauses in the Be U App T&C shall be similarly applicable to this Be U App T&C:

- (a) Understanding Your Security and Responsibility;
- (b) Availability of Service;
- (c) Device and Device Operating System;
- (d) Device Permissions;
- (e) Collecting Technical Data on Your Device;
- (f) Collection of Location Data;
- (g) Usage of Your Data and Information;
- (h) Updates and Changes to the App;

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- (i) App Support;
- (j) Communicating with You;
- (k) Acceptable Use Restrictions;
- (l) Intellectual Property Rights;
- (m) Indemnity;
- (n) Waiver;
- (o) Limitation of Liability;
- (p) Disclaimer;
- (q) Severability;
- (r) Successors Bound;
- (s) Notices; and
- (t) Laws and Jurisdiction.

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