



**Islamic Bank  
Australia**

# **Website Terms of Use**

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**VERSION 1.2**

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## 1. Why have Terms of Use?

You need to be aware of certain things when using the Islamic Bank Australia (a division of IBA Group Pty Ltd ABN 37 609 971 280) website (including using a link to it from your own site or visiting other sites via a link from ours). These Terms of Use explain those things and set out the legal relationship between you and us in connection with our website.

## 2. By using our website, you accept these Terms of Use

By accessing, viewing, relying on, or otherwise using our website, you accept these Terms of Use and agree to be bound by them and by any other notice contained on our website.

These Terms of Use apply to the Islamic Bank Australia website [www.islamicbank.au](http://www.islamicbank.au). If you do not accept these Terms of Use you are not authorised to use our website.

## 3. About our website

Our website is provided for use by Australian residents only, and the products and services described in them are not directed at anyone outside Australia.

The information on our website is prepared in accordance with the laws of the State of New South

Wales, and the Commonwealth of Australia. The website may not comply with the laws of any other country.

While we try to make sure there are no mistakes in the information on our website, we do not warrant the accuracy, adequacy, or

completeness of the information or that it is suitable for your intended use. So, we recommend that you seek independent advice before acting on any information on our website.

Also, all information is subject to change without notice.

## 4. Accessing our website from a mobile device

If you access our website from a mobile device, you may not be able to access the full range of services which are ordinarily available from our website. This includes opening documents in a portable document format (PDF). If you are unable to view relevant information, you will need to obtain the information or document by accessing our website from a computer.

## 5. Internet Security

If your browser is set up correctly, it should tell you whether the information you are sending us is secure (encrypted) or not (unencrypted).

Although we regularly review developments in security and encryption, we do not guarantee that information transmitted over the internet is totally secure. Therefore,

when you send us information, including via an on-line form, you do so at your own risk. Once we have received it, we take reasonable steps to keep the information secure while it is in our own systems. We encrypt personal information before sending it over the internet to third parties - even so, we do not guarantee that it is secure.

Your use of our website is at your own risk. We do not guarantee that our website is free from viruses, or that access to our site will be uninterrupted. You should therefore ensure that the way you access our website does not expose your equipment to the risk of viruses or other forms of interference which may damage it.

## 6. Privacy

Your privacy and the security of your information is important to us. Any personal information collected about you will be handled in accordance with our Privacy Policy available at [www.islamicbank.au](http://www.islamicbank.au)

You may access the information we hold about you at any time in accordance with that policy.

We respect the confidentiality of the information of all our clients. Information that you provide to us

will not be disclosed except where we are required or permitted to disclose it. This includes where we are compelled by law, there is a duty to the public to do so, our interests require us to do so, or the disclosure is made with your consent.

Our Privacy Policy contains information on how we process personal data under the General Data Protection Regulation (GDPR) and National Data Protection Authority. The Privacy

Commissioner, under the Office of the Australian Information Commissioner (OAIC) as it relates to any personal data that we process.

Our policy should be read in conjunction with the privacy disclosures we give you when you apply for a product or service. If these Terms of Use are inconsistent with our Privacy Policy, these Terms of Use apply to the extent of the inconsistency.

## 7. Proprietary rights

You acknowledge and agree that content that is owned by us, its licensors, and other contributors. We have prepared and maintained our services in good faith, and we make no representation or warranty as to the accuracy or currency of the content. The content is protected by intellectual property and other applicable laws.

## 8. Collecting information and cookies

When you use our website, we may collect personal information about you. Ordinarily, we tell you the purposes for which we collect that information when it is collected.

As a general rule, we only collect information which is necessary for us to provide a product or service to you or to maintain our relationship with you.

The information we collect about you depends on how you use our websites and may involve the use of "cookies", as explained below.

### 8.1. What Are Cookies?

A cookie is a small text file placed on your computer hard drive by our web page server and which we can later access, which is used to enhance your experience using our website. Cookies are frequently used on websites, and you can choose if and how your computer accepts them by configuring your preferences and options in your browser.

## 8.2. How We Use Cookies

We use cookies so that we can improve our website and learn how to provide you with a better and more customised service.

We allocate a cookie to your internet browser if you visit our website. The cookie allows us to:

- Allocate an identification number to your internet browser
- Determine if you have previously visited our website
- Identify pages you have accessed.

If you have provided your personal information through the use of our online facilities, such as requesting to be added to our waitlist, we would be able to identify you from the information provided and track your browsing activities on our website from the cookie.

## 8.3. Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Disabling cookies will usually result in disabling certain functionality and features of our website. Therefore, it is recommended that you do not disable cookies.

## 8.4. The Cookies We Set

This site offers newsletters and email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications which might only be valid to subscribers. From time to time, we offer surveys and questionnaires to provide you with interesting insights, helpful tools, or to understand who is accessing our website more accurately. These surveys may use cookies to remember who has already taken part in a survey or to provide you with accurate results after you change pages.

When you submit data to us through a form, such as the Contact Us form, cookies may be set to remember your user details for future correspondence. In some special cases we also use cookies provided by trusted third parties.

## 8.5. Emails

We store the content of any email you send us. We may monitor the content for security issues - such as where email abuse is suspected. Our reply to you may also be monitored to help us meet our quality assurance goals.

# 9. Limitation of liability

To the extent permitted by law, neither we, nor any of our employees, agents or officers are liable to you for any loss or liability arising from, or any costs, charges, or expenses you incur in connection with:

- Information on our website;
- Your use of our website; and
- Any modification, suspension or discontinuance of our website.

This limitation applies whether your claim would

otherwise arise in contract, under the law of torts (including negligence), by statute or otherwise. Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to:

- The supply of the goods or services again
- The repair of the goods, or
- The payment of the cost of having the goods or services supplied again or repaired.

## 10. Copyright and trademarks

The material on our website is protected by copyright. Other than for the purposes and subject to the conditions prescribed under the Copyright Act 1968 (Cth), you must not reproduce, upload to a third party, link to, frame, store in a retrieval system or transmit any part of it without our prior written consent. This prohibition applies to such actions regardless of their form or means (electronic, mechanical,

microcopying, photocopying, recording, or otherwise).

You must not commercialise (in any form or by any means) any information, products or services contained on our websites without our prior written consent.

Our website includes registered trademarks owned by us (or our licensors). You must not use any of

these trademarks in any way without our prior written consent.

Apple, Apple Watch, iPad and iPhone are trademarks of Apple Inc, registered in the U.S. and other countries.

Android is a trademark of Google Inc.

BPAY is the registered trademark of BPAY Pty Ltd ABN 69 079 137 518.

## 11. Changes to these Terms of Use

We may amend these Terms of Use at any time. If we do, we will publish the amended version on our website. By accepting these Terms of Use, you agree that our publishing of an amended version will be sufficient notice of any changes and that your subsequent access to, viewing, reliance on or other use of our website will constitute your acceptance of those amendments.

## 12. How to contact Islamic Bank Australia

You can contact us and find out more information about Islamic Bank Australia in the following ways:

- Online at [www.islamicbank.au](http://www.islamicbank.au)
- Email us at [help@islamicbank.au](mailto:help@islamicbank.au)
- Call us on 1300 475 2642 or
- Write to us at Level 14, 32 Smith Street, Parramatta NSW 2150

## 13. Complaints

If you have a complaint or concern, contact us straight away by:

- Completing the online feedback form at [www.islamicbank.au](http://www.islamicbank.au)
- Email us at [feedback@islamicbank.au](mailto:feedback@islamicbank.au)
- Calling us on 1300 475 2642 or
- Write to us at Level 14, 32 Smith Street, Parramatta NSW 2150

You will be advised of the details (including the timeframes) of our internal dispute resolution process and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly.

We will do our best to resolve any complaint promptly and to your satisfaction.

If you are not satisfied with our handling of your matter, you can refer your complaint to external dispute resolution. The Australian Financial Complaints Authority (AFCA) scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The contact details for AFCA are:

GPO Box 3  
Melbourne Vic 3001  
Telephone: 1800 931 678 (9am – 5pm AEST)  
Fax: (03) 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
[www.afca.org.au](http://www.afca.org.au)