

## **BANK MUAMALAT MALAYSIA BERHAD**

### **TERMS & CONDITIONS OF INTERNET BANKING**

The terms and conditions herein describe the terms for a Customer's access, subscription and use of the i-Muamalat (hereinafter referred to as "**Terms and Conditions**"). The Customer is required to read these Terms and Conditions and the BANK'S PERSONAL DATA PROTECTION NOTICE carefully before clicking on the "Accept" button and accepting the same. By using and continuing to use the i-Muamalat, the Customer represents, warrants and undertakes that the Customer has read, understood and agrees to be bound by these Terms and Conditions and any additions or amendments as may be made with prior notice thereto by the Bank at any time and from time to time.

If the Customer does not accept these Terms and Conditions, the Customer shall immediately discontinue Customer's access to the i-Muamalat.

**"Access Codes"** means the Username and Password as created by the Customer at the point of registration of the i-Muamalat which is required to be keyed in every time a Customer accesses the i-Muamalat;

**"Agreement"** means Bank Muamalat Malaysia Berhad (BMMB) i-Muamalat Internet Banking Agreement herein, as may be varied with prior notice by BMMB from time to time.

**"Account(s)"** means a savings, current, financing, fixed term, gold, credit card account, or any other active accounts which the Customer may have with the Bank or relevant member of its Group which may be accessed via the i-Muamalat;

**"ATM"** means Automated Teller Machine;

**"ATM PIN"** means 6-digits number to access transactions at the ATM machine;

**"Bank"** refers to Bank Muamalat Malaysia Berhad (BMMB) and includes its subsidiaries and their successor in title and assigns and where applicable any of them;

**"Banking Services"** refers to the facilities, products and services as identified herein or as may be provided by BMMB and/or its subsidiaries and affiliates from time to time via the Internet.

**"Bill(s)"** refers to any bills, renewal notice fees, charges, subscriptions, assessment, levies, taxes, duties or any other form of payment demand;

**"Business day"** means a day in which the Bank is open for business in Kuala Lumpur.

**"Customer"** refers to the customer of the Bank or relevant member of its Group, who accesses, subscribes to and utilises the i-Muamalat;

**“Group”** means the Bank as well as entities within its group of companies which are existing now or in the future, owning or owned by under common ownership either directly or indirectly or controlling, controlled by or under common control with the Bank;

**“Sales Tax”** means a single stage tax levied on imported and locally manufactured goods, either at the time of importation or at the time the goods are sold or otherwise disposed of by the manufacturer.

**“Sales Tax Law”** means the Sales Tax Act 2018, subsidiary legislations, statutory orders and regulations governing the application of Sales Tax, as amended from time to time.

**“ID Information”** refers to the information pertaining to the type and number of the Customer’s ID as required to be keyed in by the Customer for verification by the Bank’s system prior to the activation of the i-Muamalat for the Customer’s access;

**“Instruction(s)”** means any request, instruction, application and authorisation pertaining to the Accounts and/or Services communicated via the i-Muamalat in whatever form given or transmitted via the computer Internet systems, mobile devices or any other available electronic medium, based on the use of the applicable Access Codes and unless inconsistent with the context in which it is used, shall include such instructions as may be communicated by the Customer to the Bank via any other methods which pertains to the i-Muamalat, including instructions in the form of files containing multiple instructions relating to several transactions;

**“Internet”** means global network of information that is transmitted to the computers and devices which facilitate the telecommunications systems;

**“i-Muamalat”** refers to the i-Muamalat services or the Bank’s internet banking service (as the context may require) made available by the Bank comprised, inter alia, the services as stipulated in Clause 8.0, which may be accessed by the Customer via the Internet, Mobile Devices or any other electronic medium approved by the Bank, in accordance with these Terms and Conditions;

**“Password”** refers to a unique string of character created by the Customer (as may be changed by the Customer from time to time) for the registration and subsequent access to the i-Muamalat;

**“Payee Corporation”** means billing corporations or other relevant corporations or entities approved by the Bank from time to time, whose Bills can be paid by the Customer using the i-Muamalat;

**“Payment(s)”** has the meaning ascribed to it in Clause 11.0 herein;

**“Service(s)”** refers to the Bank’s products and services made available via the i-Muamalat as stipulated in Clause 8.0 or as may be added or changed, from time to time;

**“Transfer(s)”** has the meaning ascribed to it in Clause 11.0 herein;

**"Transaction Authorization Code (TAC)"** is a security feature that has been implemented to provide second layer of protection for online banking transactions, in addition to the Customer's i-Muamalat Access Code. It is a unique, 6 digit code that needs to be entered for specific online transaction(s).

**"Username"** means the unique name made up of a string of alphanumeric characters created by the Customer which must be keyed in by the Customer in order for the i-Muamalat system to associate the Username with the Customer's profile and Accounts, assigned to and to be used by the Customer for the registration and subsequent access to the i-Muamalat.

**"Valid Tax Invoice"** means an invoice containing the elements of a tax invoice as required under the Sales Tax Law.

**"Mobile Banking Application"** or **"Application"** means the Bank's mobile banking application which may be downloaded, installed and accessed by the Customer in Mobile Device via IOS, Android or any mobile devices to receive the i-Muamalat as determined by the Bank from time to time.

**"Mobile Device"** means any communication device(s) which is used to access the i-Muamalat and such mobile device runs an operating system supported by the Bank, through which the Customer can access the i-Muamalat.

## **1.0 Applicable Terms**

- 1.1 In addition to any prevailing terms and conditions relating to the Account(s) or where applicable account(s), and any of banking services accessed to and/or subscribed by the Customer, the Customer acknowledges that the Services as made available via the i-Muamalat may be subject to its own terms and conditions and are in addition to these Terms and Conditions.
- 1.2 In the case of conflict between such terms and conditions and these Terms and Conditions, these Terms and Conditions shall prevail to the extent of such inconsistency.

## **2.0 Acceptance of Terms**

- 2.1 The Customer agrees that clicking on the "Accept" button, will constitute the Customer's agreement to and receipt of these Terms and Conditions.
- 2.2 The Customer shall be deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as acknowledged and accepted of the inherent risks in conducting any transaction over the Internet or an electronic medium.

### **3.0 Subscription to the Service**

- 3.1 A Customer of the Bank, who has opened one or more accounts namely savings, current, or credit card account with the Bank, may apply to subscribe for the use of the i-Muamalat.
- 3.2 The Bank at all times reserves the right to reject or accept such applications and is not obliged to respond to any request for information from unsuccessful applicants.

### **4.0 Registration for the Internet Banking Service**

- 4.1 Registration for the i-Muamalat may be made via i-Muamalat Online Portal.
- 4.2 To register the i-Muamalat, the Customer is required to visit i-Muamalat Online Portal and click on the "Register" button.
- 4.3 The Customer will be prompted with the Terms & Conditions in which the customer needs to accept.
- 4.4 Fill in the required information on-screen.
- 4.5 Upon successful registration, Customer will be able to perform first time login of i-Muamalat Online Banking after a specified Activation Period completed.

### **5.0 Responsibility for and Confidentiality of Access Codes**

- 5.1 The Access Codes shall only be used by the Customer of the i-Muamalat to whom the Access Code is registered to.
- 5.2 The Customer shall:
  - 5.2.1 at all times keep its Access Codes confidential and shall not share or disclose its Access Codes to any person whatsoever (including any employee of the Bank);
  - 5.2.2 Observe all security measures as may be prescribed by the Bank in relation to the Customer's Access Codes from time to time;
  - 5.2.3 take all reasonable precautions necessary to ensure that no other persons have or will be granted access to its Access Codes including among others, committing the Access Codes to memory and destroying any evidence of the same in any other form, not leaving the Customer's computer or access device unattended whilst accessing the i-Muamalat;
  - 5.2.4 ensuring others do not see the Customer's entering of the Access Codes upon access to the Internet Banking Service and ensuring the proper log off from the i-Muamalat upon completion of use;
  - 5.2.5 notify the Bank within 5 calendar days upon receipt of any data and information through or in relation to the i-Muamalat which is not intended for the Customer.
- 5.3 If the Customer has any reason to believe that its Access Codes have been misused and/or compromised in any way, the Customer shall inform the Bank within 5 calendar days. The Customer shall be liable for any loss or damage arising from transactions made through the Customer's Access Codes until such time as the notification is received and logged by the Bank. Where the Customer has contributed to a loss resulting from an unauthorised transaction by delaying notification of lost, misused, theft or compromise in any way of the Access Codes,

the Customer shall also be liable for the actual loss which occurred during the period of any such delay, save for:-

- 5.3.1 that portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the Customer's relevant Account; or
- 5.3.2 that portion of the total loss incurred which exceeds the amount of funds standing in the Customer's Account.
- 5.4 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of the Customer's Access Codes is due to the Customer's deliberate actions, fraud, disclosure, abuse or misuse, the Customer shall be liable for such use even if a notification is made pursuant to the above.
- 5.5 The Customer acknowledges and agrees that the Bank may, at its sole right and discretion, suspend the Customer's access until new Access Codes are created or otherwise until such time as may be specified by the Bank at its sole discretion.
- 5.6 Notwithstanding anything herein, the Bank has the right to invalidate the Customer's Access Codes 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 i-Muamalat and its users where the Bank deems reasonably appropriate, and that the Customer will not hold the Bank liable for any loss or damage which the Customer may suffer as a result of such invalidation of the Customer's Access Codes.

## **6.0 Access Requirements**

- 6.1 The Bank may from time to time stipulate the minimum hardware and software criteria for the Customer's access to and use of the i-Muamalat and further reserves the right to change or update such minimum criteria from time to time. The Customer shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware and/or equipment necessary to obtain access to the Internet at his/her own risk and expense.
- 6.2 The Customer may use and gain access to the i-Muamalat from a duly licensed Internet Service Providers (ISP). All fees and charges in connection with the access provided by the ISP and all fees charges, expenses and cost incurred by the Customer in connection with the use of the i-Muamalat shall be borne by the Customer. The Bank shall not be liable for any failure or delay of the Customer in accessing the i-Muamalat or for any loss or damage arising therefrom, which is caused by, due or attributable to the Internet Service Provider.
- 6.3 The Customer agrees that it is Customer's obligation to maintain the hardware and software used in accessing the i-Muamalat.

## **7.0 Service Availability**

- 7.1 The i-Muamalat Service is intended to be available 7 days a week, 24 hours a day. However, the Customer acknowledges that at certain times some or all of the i-Muamalat Service may not be accessible due to system maintenance or reasons beyond the control of the Bank. Notwithstanding the above, the Customer

acknowledges that the Bank specifically does not warrant that the i-Muamalat or any of its Products or Services will be available at all times.

- 7.2 In the event some or all of the i-Muamalat are not accessible for whatever reason, the Customer agrees to use alternative means, including but not limited to the Bank's ATMs or branches, to issue instructions in respect of the Services.

## **8.0 Services**

- 8.1 Upon the activation of the Full Version of the i-Muamalat, the Customer will be able to access the following Services as and when made available to the Customer:-

- 8.1.1 Account Information;
- 8.1.2 Transfers;
- 8.1.3 DuitNow Request;
- 8.1.4 Financing Payment;
- 8.1.5 Credit Card Payment;
- 8.1.6 Bill Payments;
- 8.1.7 Prepaid Reloads;
- 8.1.8 DuitNow QR;
- 8.1.9 Gold-i;
- 8.1.10 Fixed Term Account-i;
- 8.1.11 Online Application;
- 8.1.12 Auto Zakat Maintenance;
- 8.1.13 Other Services comprise of user profile, Message Center, Card, DuitNow ID and DuitNow AutoDebit Maintenance; and
- 8.1.14 Such other new Services as the Bank may from time to time make available to the Customer as maybe offered by the Bank, a member of its Group, affiliates or any other third parties.

- 8.2 By using any new Services made available via the Bank's Internet Banking Service from time to time, the Customer agrees to be bound by these Terms and Conditions in relation to the new Services and any other terms and conditions as may be in force governing such new Services, in so far as it is applicable.

- 8.3 Notwithstanding anything contained herein, the Bank with prior notice reserves the right at any time to modify, add or withdraw any of the Services, functionalities or facilities or the performance of any transactions therein without reason or explanation and without liability to the Customer for so doing.

### **8.0A Mobile Banking Services**

- a) The Customer must be registered with the i-Muamalat in order to be able to use the Mobile Banking Application services. The Application can be used on Mobile Device subject to the following:
  - i. Download and installation of the Mobile Banking Application on the Mobile Device; and
  - ii. The Customer must key in Username and Password to access the i-Muamalat.

- b) The Mobile Banking Service shall only be available for Mobile Devices running an operating system supported by the Bank and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time in the Frequently Asked Questions (FAQ). The Customer agrees to procure and maintain a Mobile Device and data connection at the Customer own risk(s) and expenses.
- c) The Customer shall read and understand the FAQ before attempting to use the Mobile Banking Service. FAQ contains operating instructions for the use of Mobile Banking Application. The Customer must follow all relevant user guidance provided in the FAQ whenever accessing or operating the Mobile Banking Service.
- d) The Customer acknowledges that the use of Mobile Banking Service is depending on the Customer's operating system and his/her Mobile Device.
- e) The Customer acknowledges that not all of the Bank's Services are available on the i-Muamalat can be accessed using the Mobile Banking Application. The scope, features and functionality of the Mobile Banking Service may be varied by the Bank from time to time.

#### **8.0B Mobile Banking Application**

The Customer acknowledges that the download and use of the Application on the Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to the Customer agreement of the following additional conditions:

- i. The Customer shall not use the Application for any purpose other than to access the Customer own Account(s);
- ii. The Customer shall not download or install the Application into the Mobile Device which the Customer does not own or has exclusive control;
- iii. The Customer shall not permit or enable any person to access the Application, or leave the Mobile Device unattended in such a manner as to enable a person to access the Application. Customer is advised to immediately sign out of i-Muamalat Application once the Customer done with the Mobile Banking Services;
- iv. The Customer shall not reproduce, modify or reverse engineer the Application or permit another person to do so;
- v. The Application is provided strictly on an "as is" basis with no representation, guarantee or agreement of any kind of its functionality, 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. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer Mobile Device. In

addition, the Customer agrees that the Bank cannot guarantee that the Application will be compatible or may be used in conjunction with any Mobile Device. In any event, the Customer shall not hold the Bank 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.

- vi. Device compatibility. The Application currently only works on certain compatible smartphones and other devices as determined by the Bank. The Bank 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. The Bank will provide guidance on features, platforms and operating systems on its website.
- vii. Application Stores. The Customer shall download the Application from the authorized Apple App Store, Google Play Store, Huawei AppGallery or other application stores that is approved by the Bank.
- viii. Updates to the Application may be issued by the Bank from time to time via the Apple App Store, Google Play Store, Huawei AppGallery or other application stores. For some devices, updates maybe downloaded automatically. If the foregoing does not happen, the Customer may not be able to use the Application until the Customer have downloaded the latest version of the Application and accepted any new terms.
- ix. Security. The Customer must take all reasonable precautions to keep safe and prevent fraudulent use of the Mobile Device and security information. The Customer shall not install or use the Application on a jail-broken or rooted device. Unauthorized modifications to any mobile devices' operating systems (jail-breaking or rooting) bypasses security features and can cause numerous issues to the hacked devices. The Bank strongly cautions against installing the Application in any hacked mobile devices. The Bank shall not be liable for any losses that is suffered or for any costs that the Customer might incur due to damage or corrupted or failure of device, hardware or software that the Customer uses in connection with the Application. In this situation, a jail-broken or rooted shall mean one that has been freed from the limitations imposed on it by the mobile service provider and the phone manufacturer without their approval.

#### **8.0C Mobile Information**

- a. Certain function (such as uploading content to the Application) shall require access to information on the Customer Mobile Device(s) to work. By using such function, the Customer permits the Application to access the Mobile Device(s) and information.
- b. The Bank may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when the Customer uses the Mobile Banking Service and to improve the Customer experience on the Application. By using the Application, the Customer accepts the uses of cookies by the Bank. The Bank may use these cookies to collect information about the Customer usage of the



Application. This information helps the Bank to improve the Application's performance and to develop and tailor the Bank's products and services for the Customer and other users.

- c. Use of location data. Certain services of the Application, including the Locate ATM/Branch, require data of the Customer's location, which data will be sent from the Customer Mobile Device. The functionality can be disabled at any time by turning off the location services settings for the Application on the customer Mobile Device. By using these services, the Customer is deemed to give consent to the Bank and the Bank's partners' and licensees' transmission, collection, maintenance, processing and use of the customer location data and queries to provide and improve location-based services. The Customer may withdraw this consent at any time by turning off the location services settings on the customer Mobile Device or on the Application (for other mobile devices).

## **9.0 e-Statement Services**

### **9.1 Description of e-Statement service**

- 9.1.1 The e-statement service allows Customer of the Bank that have subscribed to the i-Muamalat services to view, save and print in PDF format or such other format as may be made available by the Bank from time to time, the e-Statements of the Customer subject to the terms therein.
- 9.1.2 The e-statements are an electronic version of the paper statements, notices, advice or reminders provided to the Customers by the Bank in a form either identical in full or in part, to the paper version of the said statements, notices, advice or reminders, and/or in a summary form (as applicable).
- 9.1.3 Notwithstanding (9.1.2) above, the Customer acknowledges that the Bank will not provide the e-Statement in the form of Account statements to Customers who are not previously entitled to the paper statements of the same under the applicable rules of the said Account, although the e-Statement in the form of notices, advice and reminders may still be provided in relation to the said Account.

### **9.2 Accessing e-Statement**

The e-Statement of Accounts will be provided to the Customer periodically in accordance with its applicable statement cycle (if any) or from time to time as may be necessary, via the e-Statement service when the Customer connect to the i-Muamalat services.

## **10.0 Instructions**

- 10.1 The Customer hereby agrees that it is Customer's responsibility to review the Transaction History pertaining to any i-Muamalat transaction initiated on the Customer's Instruction as well as any alerts thereto, in a timely manner and on a regular basis.

- 10.2 All Instructions received by the Bank via the use of the Customer's Access Codes shall be deemed as regular and genuine Instructions and shall be binding on that Customer and unless otherwise permitted by the Bank, shall be irrevocable upon transmission to the Bank.
- 10.3 The Customer shall be responsible for ensuring it has all necessary rights and authorisations to issue a particular Instruction as well as for ensuring the accuracy and completeness of all Instructions and the Bank shall be entitled to act on all Instructions in accordance with its reasonable interpretation of such Instruction and shall not be liable to the Customer or any third party for any loss or damage that may arise from the Bank acting on such Instructions.
- 10.4 Notwithstanding the foregoing, the Bank reserves the right, but not the obligation, to:
- 10.4.1 refuse to execute an Instruction where such Instruction is ambiguous, incomplete or inconsistent with any other previous Instructions given by the Customer; or
  - 10.4.2 request for further information or verification in relation to a particular Instruction prior to the execution of the same.
- 10.5 The Customer acknowledges and agrees that the Bank shall not be liable for any transaction and Instruction or any failure to carry out, implement or complete a transaction or Instruction where, inter alia:
- 10.5.1 the Customer's Account(s) or any other relevant account, has insufficient funds to meet such Instructions;
  - 10.5.2 there is an error in the Instructions and/or information given by the Customer whether caused during the course of transmission through the i-Muamalat or otherwise;
  - 10.5.3 the Customer's Account is made subject to any legal process or restriction or is otherwise suspended, closed or frozen for any reason;
  - 10.5.4 the Bank is aware or has reason to believe that fraud or some criminal act has been, is being or is about to be committed; or
  - 10.5.5 the Customer fails to follow any instructions, directions, guidelines or procedure in respect of the use of the i-Muamalat or any portion thereof.
- 10.6 Further to (10.5.5) above, the Bank reserves the right at its sole discretion to refuse to carry out any Instructions where such Instructions are inconsistent with the Bank's policies or any rules or regulations currently in force, for security reasons or for any other reasons.
- 10.7 In carrying out any of the Customer's instructions, the Customer acknowledges and agrees that the expediency of the same may inter alia, be subject to the current system and operations of the Bank and any other prevailing circumstances and as such the Bank shall be allowed such amount of time as may be reasonable to act upon and implement the said Instructions and the Bank shall not be liable or responsible for any delay whatsoever arising therefrom.

- 10.8 Without prejudice to (10.7) above, all Instructions transmitted to the Bank shall be subject to the cut-off times as may be determined by the Bank from time to time in the i-Muamalat Frequently Asked Question and BMMB Corporate Website. Any Instructions transmitted after the relevant cut-off times in a particular day shall be posted in the books and records of the Bank on or for the next business day following the date of such Instructions or on such other specified time.
- 10.9 Where the services of a third party is required to carry out a particular Instruction, the Customer hereby consents to the appointment by the Bank of any such third party but however acknowledges and agrees that the Bank is no way endorsing or representing that such third party can or will carry out such Instructions to the satisfaction of the Customer and the Bank shall not be responsible or liable for any loss or damage arising out of the appointment of such third party; the carrying out of any Instructions by such third party and/or for any delay or loss of any communications or instructions given by the Bank to such third party.
- 10.10 Without prejudice to (10.2) above, the Customer shall inform the Bank within 5 calendar days after transmission of a particular Instruction, where the Customer wishes to cancel, revoke or reverse the Instruction or otherwise has any reason to believe that such Instruction is inaccurate or incomplete or has not been accurately or completely received by the Bank.
- 10.11 The Bank may, at its sole discretion, act upon the notification in (10.10) above, including the request to cancel, revoke, or reverse an earlier Instruction where the said request was received by the Bank prior to the process or execution of such Instruction, although nothing herein shall impose upon the Bank the obligation to do so. The Bank however will use its best efforts to give immediate effect to a cancellation of pre-authorized Payments and Transfers (between the Customer's own account whether maintained with the Bank or another financial institution) subject to the stop payment or cancellation instructions being received from the Customer within a reasonable period prior to the Transfer(s).
- 10.12 The Customer is at all times required to refrain from sending or giving instructions or directions to the Bank through electronic mail services. The Bank shall not be obliged to act on any Instructions received through electronic mail services.
- 10.13 In the event that a particular Instruction has been successfully transmitted but the status in the i-Muamalat not updated accordingly, the Bank shall not be obliged to refund the amount to the customer as the ultimate status of the Instruction shall be based on the Instruction transmission process.

#### **11.0 Payments and Transfers**

Further to the other provisions herein, where an Instruction involves or is in relation to the payment of any Bills ("Payment(s)"), or the transfer of funds to the Customer's own account or third party account within the Bank or any other receiving financial institution or entity approved by the Bank ("Transfer(s)") via the i-Muamalat:

- 11.1 the Customer shall ensure that all relevant consents and authorisations are obtained for the issuance of the Payment and Transfer Instructions and for such Instructions to be carried out;
- 11.2 the Customer acknowledges and agrees that such Payments and Transfers shall be subject to such limits and conditions as may be imposed by the Bank, the relevant Payee Corporation, receiving financial institution or entity or any other relevant third party, from time to time;
- 11.3 the Customer may set its own limits in relation to Transfers;
- 11.4 the Customer shall be responsible for ensuring that all such Payments and Transfers are made in accordance with any procedures and requirements as may be laid out by the relevant Payee Corporation, receiving financial institution or entity or any other relevant third party;
- 11.5 the Customer shall follow any requirements as to the procedures for settling any Payments with the relevant Payee Corporation and to meet any required deadline for such Payment or other terms as may be applicable to such Payment. The Bank shall not in any way be responsible for the Customer's failure to follow any such requirements and terms as may be set and specified by the relevant Payee Corporation in respect of the Payment by the Customer;
- 11.6 the Customer acknowledges that Transfers to the Customer's own account or the accounts of third parties with any other financial institution shall also be subject to the terms and conditions and/or approval of the financial institution with which that other account is maintained. For the avoidance of doubt, this Transfer service shall be available for the transfer of funds to your own account or the accounts of third parties with such bank(s) as may be determined by the Bank from time to time. ;
- 11.7 the Customer acknowledges and agrees that any such Payments and Transfers shall only be allowed in respect of Payee Corporation or receiving financial institution or entity as may be approved by the Bank from time to time at its absolute discretion and the Bank shall not be responsible or liable for any loss or damages arising from any Payment or Transfer Instructions involving or in relation to a Payee Corporation or financial institution or entity that is not or is no longer approved by the Bank notwithstanding that the said Payee Corporation or receiving financial institution or entity was still approved by the Bank at the point the duly authorised Instruction was issued to the Bank but was thereafter taken off the Bank's list of approved Payee Corporation or receiving financial institution or entity, prior to the execution of such Payment or Transfer Instruction;
- 11.8 the Customer shall, prior to issuing any Payment Instructions, inform the Bank of any change in the details and particulars as may be registered with the relevant Payee Corporation as well as any changes to any accounts as may be held by the Customer or by any other relevant beneficiary of the Customer, with such Payee Corporation;
- 11.9 the Customer acknowledges and agrees that the Bank shall not be under an obligation to verify the accuracy of any details, particulars, account numbers or identity of any account holder with any Payee Corporation, receiving financial institution or entity and the Bank shall not be responsible or liable for any loss or damage arising from the rejection or non-acceptance for any reason, of any

such Payments and/or Transfers by such Payee Corporation or receiving financial institution or entity;

- 11.10 the Customer acknowledges and agrees that any such Payment and Transfer Instructions shall be subject to the further processing of such Payments and Transfer transaction by the relevant Payee Corporation or receiving financial institution or entity and the Bank shall not in any way be responsible or liable for any loss or damage arising from the failure, delay or error by any receiving financial institution or entity or Payee Corporation in crediting the account of the Customer's payee or otherwise in processing such Payment or Transfer transaction.

## **12.0 Account Information**

- 12.1 The Bank does not warrant the accuracy of any information pertaining to transactions, the Customer's Account(s), or any other accounts, as may be applicable, reported through or made available via the i-Muamalat.
- 12.2 The Customer acknowledges that any information pertaining to transactions, the Customer's Accounts or any other accounts, as may be applicable, reported through or made available via the i-Muamalat 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 only been provisionally credited as uncleared effects (which may be altered or reversed by the Bank if not cleared), have yet to be processed by the Bank, require verification of the Bank, Payee Corporations, receiving financial institution and/or any other third party, or are in progress and the Customer specifically agrees that it shall not for any purpose whatsoever, be taken as conclusive of the Customer's transaction, Account(s), or any other applicable account(s)', balance/status, as may be applicable.
- 12.3 Without prejudice to the foregoing, where the Customer knows, suspects or has reason to believe that there has been an unauthorised transaction or otherwise that there is an error in his Account information, the Customer shall notify the Bank in writing within thirty (30) days from the date of the account information.

## **13.0 Service Charges**

- 13.1 Further to any fees and charges payable by the Customer under any other terms relating to the Customer's Account(s) which terms shall remain applicable, the Customer acknowledges that fees, commissions and other relevant charges may be levied or imposed in relation to the i-Muamalat or certain Services provided there under.
- 13.2 Unless expressly stated otherwise in the Terms and Conditions, the parties agree that the fees, commissions and other relevant charges and any other monies payable under the Terms and Conditions are Sales Tax as may be applicable under the provision of the Sales Tax Law.
- 13.3 The Bank will inform the Customer of such fees, charges and/or any variations thereof by giving at least twenty one (21) days prior notice in accordance with the Clause on notice herein. Should the Customer disagree with the imposition

of such fees, charges and/or variations thereof, the Customer should cease to use the particular Service to which such fees, charges and/or variations relate to. The Customer's continued use and access of the particular Service or issuance of Instructions in relation to a particular transaction to which such fees, charges and/or variations relate to, shall be deemed as the Customer's agreement and binding acceptance of the same.

- 13.4 The Customer agrees and acknowledges that the Bank reserves the right to debit the Customer's relevant Account for the payment of any fees, charges and/or penalties imposed pursuant to these Terms and Conditions including any Government charges, stamp duties or taxes payable as a result of the use of the i-Muamalat and the Services provided thereunder or otherwise shall require such fees and charges to be paid to the Bank within such time and in such mode as the Bank prescribes.
- 13.5 The Customer agrees and acknowledges that all fees and charges including but not limited to telephone and telecommunication charges, relating to the Customer's access and connection to the i-Muamalat including any fees and charges imposed by any Internet Service Provider shall be borne solely by the Customer and the Bank shall neither be responsible nor liable in relation thereto.
- 13.6 For all types of charges for bill payment and prepaid transactions, in the event that the Customer requires the Valid Tax Invoice, the Customer has to request directly from Payee Corporations and Telco.
- 13.7 All Service charges including the Sales Tax charges are not transferable and refundable by the Bank unless stated otherwise in the Terms and Conditions.

#### **14.0 International Use**

- 14.1 The use of the Bank's Internet Banking Service outside of Malaysia and/or involving transactions outside Malaysia, if any, is subject to the Exchange Control Act 1983 and the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested, and the laws and regulations of Malaysia and the country where the transaction is effected or requested.
- 14.2 The maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 14.3 The Customer hereby agrees that the Customer is using the i-Muamalat at its own risk and initiative and the Customer is responsible for compliance with all applicable laws.

#### **15.0 Change in Terms**

- 15.1 The Bank may at its discretion and at any time, by giving the Customer twenty one (21) days prior notice (via banner at the Welcome Page OR at the announcement section at i-Muamalat login page), add to, alter, vary, modify all or any of these Terms and Conditions and any such additions, variations or

modifications shall be binding on the Customer and be deemed to have come to the Customer's attention through notification in accordance with the Clause on notice herein.

- 15.2 The Customer agrees to view these Terms and Conditions regularly and the Customer's continued access or use of the i-Muamalat after any such additions, variations or modifications become effective will constitute the Customer's acceptance of the additions, variations or modifications without reservation.

#### **16.0 Confidentiality and Security of Customer's Information**

- 16.1 The Bank's rights to the Customer's information whether relating to the Customer or, the Customer's transactions, Account(s) or any other applicable account (hereinafter referred to as the "Customer's Information") shall be in accordance with the Bank's Privacy Policy as displayed on the Bank's Internet Banking website which sets forth the principles in relation to the Bank's use of such Customer Information and the sharing of the same with third parties. The Customer agrees that it has reviewed and understood the Bank's Privacy Policy and consents to such disclosure. With the exception of disclosures which are due to the fraud or gross negligence of the Bank, neither the Bank nor any of their officers and officials shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing any of the Customer's information in accordance thereto and they are authorised to make such disclosures.
- 16.2 Subject to the terms herein, the Bank will use its best endeavours to ensure that all information transmitted or received via the i-Muamalat cannot be accessed by unauthorised third parties and is secure, in line with its Privacy Policy as displayed on the Bank's Internet Banking website.
- 16.3 The Customer further agree that neither the Bank nor any of its officers shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing or providing access to any of the Customer's Information as provided in (a) and (b) above.
- 16.4 If there is any reason for the Customer to believe that the Access Codes and/or where applicable, Mobile Devices, have been misused and/or compromised by disclosure, discovery or howsoever, the Customer must inform the Bank within 5 calendar days. Further thereto, the Customer further agrees to co-operate with the Bank and/or the police and/or relevant authority pertaining to such incident.
- 16.5 If the Customer receives any data and information through the i-Muamalat which is not intended for the Customer, the Customer will thereafter within 5 calendar days officially notify the Bank by any means acceptable to the Bank pursuant to Clause 27.0 herein.

#### **17.0 Disclosure of Customer Information and Personal Data under The Islamic Financial Services Act 2013 ("IFSA") and the Personal Data Protection Act 2010 ("PDPA")**

Subject to below provisions, and if objected to by the Customer or (ii) require the customer's express consent for disclosure of information to third parties for facilitating the business, operations, facilities and services of or granted or provided by the Bank,

the Customer(s) consents and authorizes the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data to other entities within the Bank including its branches as well as subsidiaries and other external parties, including but not limited to the parties/bodies listed in clause 17.1 below.

- 17.1 The Customer also consents and agrees to the Bank conducting credit checks and verification of information given by the Customer in the Customer's application for the Banking Accounts or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consents to the Bank's disclosure of the Customer's financial condition, details of accounts, account relationship with the Bank including credit balances to:
- a. Government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
  - b. companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank;
  - c. party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
  - d. the Bank's agents, consultants and professional advisers;
  - e. the police or any investigating officer conducting any investigation; and
  - f. any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.
- 17.2 The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to the Customer's collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
- 17.3 The Customer hereby agrees that the Bank's employees, independent contractor, representatives and/or agents to contact the Customer from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by the Customer.
- 17.4 The Customer also declares that all personal information and data set forth herein is/are all true, up to date and accurate and should there be any charges to any personal information or data set forth herein, shall notify the Bank immediately

#### **18.0 Intellectual Property and Proprietary Rights**

The Customer acknowledges and agrees that all intellectual property and proprietary rights in and to the Bank's computer systems and the i-Muamalat, including, without limitation to the i-Muamalat Online Portal, and all contents and any updates thereof are owned exclusively by the Bank or members of its Group or the relevant third party vendor, affiliate or any other third party, as applicable.



## **19.0 Suspension or Termination of Service**

- 19.1 The Customer may terminate the i-Muamalat by giving prior written notice to the Bank OR by contacting our Customer Service Care Line. The i-Muamalat will be cancelled within seven (7) Business Days from the date of the Bank's receipt of the said notice of termination and the Customer hereby agrees not to use the i-Muamalat to effect any of the Customer's instructions received on any day falling after the receipt of the Customer's notice of termination.
- 19.2 Notwithstanding the foregoing, the Bank shall not be liable for the Customer's continued use of the i-Muamalat thereafter and for the carrying out, implementation, execution or processing of any transactions or instructions received from the Customer after receipt of the Customer's written notice to terminate.
- 19.3 The Customer acknowledges that the Bank may at any time without giving any reason or prior notice suspend or restrict or terminate the operations or whole or any part of the i-Muamalat without being responsible for any loss or damage suffered thereby.
- 19.4 Notwithstanding the generality of (19.3) above, the Bank may terminate, suspend or restrict the Customer's access to the i-Muamalat by giving twenty one (21) days prior notice, if:
- 19.4.1 the Customer ceases to maintain any Account(s) with the Bank which can be accessed via the i-Muamalat;
  - 19.4.2 the Customer breaches any term, condition or provision of these Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto;
  - 19.4.3 the Customer fails to pay any fees or charges when due; or
  - 19.4.4 the Customer or persons purporting to be the Customer has provided the Bank with false or incomplete information for the access to or use of the i-Muamalat.
- 19.5 The Customer also acknowledges and agrees that where the Customer's access to the i-Muamalat is terminated as per reasons mentioned above the Bank shall not be liable for the failure to carry out, implement, execute or process any transactions or Instructions received prior to such termination and remains unprocessed at the point of such termination by the Bank or otherwise at the point of receipt of the Customer's notice to terminate.
- 19.6 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of Instructions processed by the Bank on the Customer's behalf.
- 19.7 All terms and conditions which are intended to continue beyond the expiration or termination of this agreement whether expressly or by implication shall survive the expiration or termination of this agreement howsoever occasioned.

## **20.0 Liability**

- 20.1 The Customer hereby accepts all the inherent risks associated with carrying out transactions through the Internet and acknowledges that any communications and Instructions sent via electronic means may not reach the intended recipient

or may do so much later than intended and agrees that the Bank shall not be responsible or liable in relation to any loss or damage arising as a result therefrom.

- 20.2 The Customer acknowledges that to the extent permitted by law, the Bank and its relevant affiliates make no warranties or representations of any kind with respect to the i-Muamalat, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Neither the Bank, its relevant affiliates, nor any other parties involved in the creation, production or delivery of the i-Muamalat assume any responsibilities with respect to the Customer's use thereof. No oral or written information or advice given by the Bank, its relevant affiliates or the Bank's employees shall create a warranty or in any way increase the scope of this warranty, and the Customer may not rely on any such information or advice.
- 20.3 The Bank shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using the i-Muamalat except for those caused by the Bank's fraudulent or gross negligent conduct.
- 20.4 Without limiting the generality of (20.3) above, the Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer by reason of or arising from:
- 20.4.1 the Bank's processing of the Customer's Instructions based on its interpretation of the same;
  - 20.4.2 the Customer's own breach of the Terms and Conditions herein or of any requirements or guidelines as may be imposed from time to time;
  - 20.4.3 any failure on the Customer's part to follow the latest or current instructions, procedures, guidelines and directions for using the i-Muamalat;
  - 20.4.4 the Customer's inability to perform any of the transactions due to limits set by the Bank or any applicable third party from time to time;
  - 20.4.5 any destruction or alteration of the Customer's Instructions or any other instruction, data, information or communication transmitted by the Customer to the Bank;
  - 20.4.6 any error(s) in the transmission of the Customer's Instructions or any other instructions, data, information or communication transmitted by the Customer to the Bank or error(s) in transmission by the Bank of any data, information or communication through the i-Muamalat;
  - 20.4.7 any loss, theft or unauthorised use of the Access Codes;
  - 20.4.8 any use or purported use of the Access Codes and/or of the i-Muamalat via such Access Codes;
  - 20.4.9 the Internet Banking Service or any part thereof not being available or functioning;
  - 20.4.10 any breakdown or malfunction of any equipment, system or software used in connection with the i-Muamalat, including but not limited to any electronic terminal, server or system, telecommunication device, connection, or system or any part of the system;

- 20.4.11 any intrusion or attack by any person, hardware, software, virus, Trojan Horse, worm and/or macros or other harmful components that may interfere with the i-Muamalat;
- 20.4.12 any malfunctions of the Customer's computer system(s), mobile device(s) terminal, access device(s), related facilities or other software belonging to or operated by the Customer;
- 20.4.13 any failure or delay caused by browser software, mobile devices' application stores, computer virus or related problems attributable to services provided by any Internet Service Provider or other software providers;
- 20.4.14 any delay or failure in any transmission or communication facilities;
- 20.4.15 the Customer's access and/or use of the i-Muamalat being prohibited, restricted, delayed or otherwise affected by the laws and regulations of the country from where the Customer accesses the i-Muamalat; or
- 20.4.16 any loss or damage caused by third parties and any circumstances beyond the Bank's reasonable control including acts of God;

and the Customer further acknowledges that each of the sub-clauses herein is to be construed as a separate limitation applying and surviving even if for any reason one of the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Account(s) or any applicable account(s) or of the i-Muamalat or any part thereof.

- 20.5 In any event, the Bank's sole and entire liability in contract, tort or otherwise, arising by reason of or in connection with these Terms and Conditions or the provision of the i-Muamalat shall not exceed the amount of the transactions involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- 20.6 In addition and without prejudice to any other right or remedy of the Bank, whether under this agreement or otherwise, the Customer shall indemnify and hold the Bank harmless from and against any and all loss, damage or expenses suffered or incurred by the Bank as a result of any of the following:-
  - 20.6.1 Any failure by the Customer to comply with any of the Terms and Conditions herein; and/or
  - 20.6.2 The Bank acting in accordance with the Instructions received via the Access Codes of the Customer, or in any manner pursuant to these Terms and Conditions.
- 20.7 Unforeseen Circumstances: The Bank shall not be responsible if the Bank does not comply with any of the Terms and Conditions due to the following reasons:
  - 20.7.1 due to abnormal and unforeseeable circumstances beyond the Bank's control, the consequences would have been unavoidable despite all efforts to the contrary; or

20.7.2 where the Bank's failure to comply is due to the obligations under the law or regulatory requirement(s).

## **21.0 Notice**

21.1 The Customer hereby consent to all notices and other communications which concern the i-Muamalat or are required under these Terms and Conditions may be given by the Bank, in any one or more of the following manners:-

21.1.1 By ordinary post to the Customer's last address in the Bank's records and such notification shall be deemed received two (2) days after posting;

21.1.2 By inserting a notice in the Bank's Statement of Account to the Customer (as applicable) and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer.

21.1.3 Broadcasting a message on the i-Muamalat Online Portal or Mobile Banking Application which shall be deemed effective on the Customer's next access to the i-Muamalat after such message is broadcast as per the Bank's records;

21.1.4 Display of the notice at the Bank's ATM or other electronic terminals;

21.1.5 Display of the notice at the Bank's offices and branches;

21.1.6 By electronic mail to the Customer's last known electronic mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending; and/or

21.1.7 By notification to the Customer in any other manner as the Bank deems fit.

21.2 Save for queries and request for assistance in accordance with Clause 27.0, all notices to the Bank concerning the i-Muamalat and these Terms and Conditions shall be in hard copy form and signed by the Customer and sent to the Bank at the following address or in such other way as the Bank may notify the Customer from time to time:

Bank Muamalat Malaysia Berhad  
Retail & Mobile Internet Banking Section  
Level 24, Menara Bumiputra  
21 Jalan Melaka, 50100 Kuala Lumpur

21.3 Notwithstanding anything herein to the contrary, all notice(s) received from the Customer shall take effect only upon the Bank's acknowledgement of its receipt and duly recording the same in its records.

## **22.0 Links**

Links from or to website outside i-Muamalat are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of the Bank's group. Therefore the Bank group 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 i-Muamalat shall not be considered as an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at the Customer's own risk and it is advisable for the Customer to read the privacy policy statements (if any) of any websites which are linked to i-Muamalat.

### **23.0 Evidence**

- 23.1 The Customer acknowledges and agrees that in the absence of a manifest error and without prejudice to Clause 12, all evidence of Instructions received or transactions executed by the Bank and/or communications transmitted between the Parties, including any evidence in the form of, among others, computer printouts, transaction logs, telephone logs, magnetic tapes, cartridge and any other form of information and data storage, shall be binding on the Customer and treated as conclusive evidence of the Customer's Instructions, transaction and the Parties communications, for all purposes.
- 23.2 Notwithstanding anything contained herein, the Parties agree that all Instructions and or communications sent electronically to or by the Bank which meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect, as written and/or signed documentary communications.

### **24.0 Waiver**

- 24.1 The Customer agrees that the failure of the Bank, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or the Bank's failure or delay to insist on compliance with any of the clauses herein shall not constitute a waiver by the Bank of any rights, power, privileges, remedies or provisions of these Terms and Conditions.
- 24.2 No right of the Bank under these Terms and Conditions shall be deemed to be waived except by prior notice indicating the Bank's express agreement to such waiver which is provided by the Bank in such form as it deems fit.

### **25.0 Severability**

If any of the provision and/or part of these Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the invalid and unenforceable provisions and/or part shall be deemed 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 these Terms and Conditions 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 these Terms and Conditions herein.

### **26.0 Reconstruction of the Bank**

The Customer's 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 the Bank or its Group or any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on the business for the time being and the Customer agree that no such changes shall affect the obligations and liabilities created herewith in relation to any transaction whether past, present or future.

## **27.0 Enquiries and Dispute**

- 27.1 In the event that the Customer has any enquiries or requires any assistance, please refer the matter to the Bank's Customer Service Department at:

Bank Muamalat Malaysia Berhad  
Customer Service Department  
Level 19, Menara Bumiputra  
21 Jalan Melaka, 50100 Kuala Lumpur

Telephone: +603-26005500 (local / International)  
Email: [feedback@muamalat.com.my](mailto:feedback@muamalat.com.my)

In addition, the Customer is advised to review the Bank's Privacy Policy and e-Banking Charter in the i-Muamalat Online Portal.

- 27.2 Where the Customer has any complaints and/or disputes arising from the i-Muamalat and/or these Terms and Conditions, please refer the matter to the Bank at the address stated in the Clause on Notice above specifying the nature of your complaint and/or dispute.
- 27.3 The Bank shall, upon receipt and acknowledgement of the said complaint and/or dispute, allocate resources to investigate and resolve any such complaints or disputes based on all established facts.
- 27.4 Where based on the investigation, the Bank is of the view that the Customer is liable for loss arising from any loss, misuse, theft or unauthorised use of the Customer's Access Codes, the Bank will make available to the Customer copies of any documents or other evidence relevant to the outcome of its investigation including information from its transaction and system logs subject always that the Bank will not be required to furnish information that has a direct relation to or impacts the security of the financial institution or its system or otherwise compromises the confidentiality of information pertaining to the Bank's other customers.
- 27.5 The Customer shall have the right to appeal against the outcome of any complaint or dispute to Ombudsman for Financial Services or Customer Contact Centre (BNMTELELINK) as stated in the Bank Customer Service Charter in the Bank's website if he/she remains dissatisfied with the outcome.

**28.0 Laws and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

