

iBiz Muamalat services (as hereinafter defined as “*iBiz*”) will be provided by Bank Muamalat Malaysia Berhad (“BMMB” or “the Bank”, whichever is applicable) to the Customer on the following terms and conditions (“Terms and Conditions”). By using and continuing to use *iBiz*, 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 thereto by the Bank at any time and from time to time.

1.0 Definitions & Interpretations: -

"Account" or "Accounts"	Means the account or accounts which the Customer maintains with the Bank or which the Customer may hereafter open with the Bank.
"Access Control"	Means a data security process that enables organizations to manage who is authorized to access corporate data and resources.
"Customer"	Means a party who maintains an account with BMMB and registered with BMMB for <i>iBiz</i> .
"Customer Instruction(s)"	Means an online transaction on the Customer's account, a request for transaction on the Customer's account or an instruction to the Bank, effected through the <i>iBiz</i> by use of a Password.
"ePIN"	Means a secured document protected by password containing the T-PIN to access to <i>iBiz</i> send by the Bank to Customer via email.
"Hard Token"	Means a lightweight physical security device in ‘keypad’ mode which generate corresponding dynamic password.
" <i>iBiz</i> "	Means the <i>iBiz</i> Muamalat services website which access by Customer through the use of a computer terminal, modem and/or any other telecommunication device, over the Internet, upon the correct input of the Customer's Username and Password in accordance with these Terms and Conditions or any other rules and regulations determined by BMMB
" <i>iBiz</i> User Guide" or "User Guide"	Means the User Guide issued by the Bank and any revisions which the Bank advises the Customer on <i>iBiz</i> from time to time.
"Internet Banking Service"	Means the internet/electronic banking services provided by the Bank which enable the Customer to perform banking services via the internet
"Institution"	Means any financial institution or company so designated by the Bank or the Customer from time to time.
"Mobile Banking Application" or "Application"	Means BMMB’s mobile banking application for non-retail customers that may be downloaded to mobile device that runs on iOS, Android or other supported operating system that determined by the Bank. It allows Customer to perform and/or approve selected Online Banking Transaction(s) on a mobile device. Not all of the

	Transaction(s) available on web using the internet can be accessed using the Mobile Banking App.
“Mobile Token”	Means a software app that is downloaded and installed on your Apple or Android smartphone for purposes of generating a dynamic password.
"Password(s)"	Means a unique string of alphanumeric characters selected and adopted by the user and stored in the Bank's System in an encrypted form, which must be keyed in by the user in order for the Bank's System to authenticate the User ID for access to the <i>iBiz</i> and/or to effect Customer Instructions;
“PC”	Means a personal computer.
"Request for Transaction(s)"	Means a request sent to the Bank through the <i>iBiz</i> to affect a transaction on the Customer's account.
"Security Device(s)"	Means any types of devices issued by BMMB or any other authorized party (as approved by BMMB) to the Customer purposely for transaction authorization.
"Services"	Means all services offered by the Bank described in the <i>iBiz</i> Guide.
“System Administrator”	Means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system administrator to create the User account, User profile and transaction workflow within the system
“System Authoriser”	Means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system authoriser to approve the creation of the User profile and the transaction workflow within the system
“User”	Means any one or more of the Customer's employees appointed and authorised by the Customer which has been assigned a User ID and Password by the System Administrator or the Bank to access <i>iBiz</i> and perform Transactions and initiate Instructions for and on behalf of the Customer;

2.0 Access Requirement

- a. The Customer shall comply with the procedures and observe the terms and conditions and restrictions in relation to the *iBiz* Services set out in these Terms and Conditions and the *iBiz* User Guide.
- b. The Customer will pay the Bank's scale of charges for the provision of *iBiz* Services and service fees and other charges for the Customer Instructions sent by the Customer through the *iBiz* Services as advised from time to time to the Customer by the Bank. All Customer Instructions sent by the Customer through the *iBiz* Services will also be charged the usual bank charges and commissions. The Bank may also vary service fees, commission and bank charges from time to time. For the purpose of collecting such fees, commissions and charges, the Customer hereby authorises the Bank to debit any account of the Customer with these fees, commissions and charges.
- c. The Customer hereby acknowledge that at certain times some or all of the *iBiz* services may not be accessible due to system maintenance or other reasons or cause which are beyond the control of the Bank. The Customer acknowledges that notwithstanding any provisions in these Terms and

Conditions, the Bank does not warrant that *iBiz* services will always be available without interruption.

- d. In the event the above occurs, the Bank does not have any obligation for any damages or losses suffered by the Customer unless the losses are directly caused by the Bank's gross negligence, willful misconduct, default or fraud.

3.0 Request for Transactions

- a. The Customer shall be at all time responsible for all Customer Instructions.
- b. The Bank shall be entitled but not obliged to accept Customer Instructions as instructions which have been properly authorised by the Customer irrespective of such instructions conflict or may conflict with or are in any way inconsistent with any other instructions received under any other mandate given by the Customer to the Bank relating to any of the Customer's accounts. In cases of cancellation or amendment, the Bank shall use its reasonable efforts to act on a request by the Customer for cancellation or amendment of a payment or other transactional instruction prior to the Bank's execution of such instruction.
- c. The Customer's Requests for Transactions are irreversible and deemed to be received when the Customer receives the transaction reference number on the visual screen on the Customer's PC. The Requests for Transactions will be affected in accordance with the processing time set out in the *iBiz* User Guide.

4.0 Use of Password

- a. It is the Customer's responsibility to establish and maintain the access control features and security procedures described in the *iBiz* User Guide. The Customer confirms that such features and procedures together with *iBiz* encryption system which enciphers information from the Customer's computer to *iBiz* are acceptable security procedures.
- b. The Customer shall ensure that Login ID, Password, Corporate ID and Secure Device secure password within the Customer's control are both adequate and properly maintained.
- c. The Customer undertakes to keep all Passwords strictly confidential and in safe custody at all times. The Customer will be responsible for all transactions effected through *iBiz* by the use of any Password. However, the Customer shall not be responsible for any unauthorised transaction effected by use of such Password after the Bank has received written notice from the Customer of unauthorised disclosure or use of such Password except to the extent that an unauthorised transaction is attributable to the Customer's default, including a failure to maintain adequate security measures. The Customer undertake to notify the Bank immediately of any known or suspected unauthorised access to *iBiz* or unauthorised transactions.
- d. In the event the Password or Security Device code has been disclosed to a third party and/or if the Token or Secure Device used to access the token is lost or misplaced, the Customer to inform the Bank immediately if there is any suspicion on which enable the Bank to prevent fraudulent or unauthorised use of *iBiz*.

5.0 Intellectual Property and Proprietary Rights

- a. The Customer acknowledges and agrees that all intellectual property and proprietary rights in and to the Bank's computer systems and *iBiz* Services are owned exclusively by the Bank or the relevant third-party vendor, affiliate or any other third party, as applicable.
- b. The Bank grants the Customer a non-transferable and non-exclusive license to use the *iBiz* software and documentation, including the *iBiz* User Guide, and any revisions thereof provided by the Bank

to the Customer in connection with *iBiz* ("the *iBiz* Materials") on the computer equipment selected by the Customer to access *iBiz* only for the purposes described in the *iBiz* User Guide. The Customer shall be responsible for such equipment and related transmission links. The Customer shall keep the *iBiz* Materials strictly confidential at all times and shall not copy such materials, except the *iBiz* software for security purposes, or allow any other person access to them without the Bank's prior written consent. The *iBiz* Materials including copies shall remain the exclusive property of the Bank at all times.

6.0 *iBiz* Products and Services

- a. Upon the activation of Internet Banking Service, the Customer will be able to access the following Services as and when made available to the Customer: -
 - i. Account Information;
 - ii. Bills Payment;
 - iii. Funds Transfer;
 - iv. Financing i.e. Request for financing facility, payment, etc;
 - v. Cheque Management
 - vi. Miscellaneous services, i.e. messages and alerts, etc; and
 - vii. Such other new products and 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.
- b. By using new products and services made available via *iBiz* 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.
- c. Notwithstanding anything contained herein, the Bank 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.

7.0 Usage of Mobile Banking Services

- a. The Customer must be registered with *iBiz* in order to be able to use the Mobile Banking Application services. The Application can be used on Mobile Devices subject to the following: -
 - i. Download and installation of the Mobile Banking Application on Customer's Mobile Device; and
 - ii. Customer obtained the User ID and Password upon registration of *iBiz* application
- 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. The Customer agrees to procure and maintain a Mobile Device and data connection at the Customer own risk(s) and expenses.
- c. Customer shall read and understand the frequently asked questions (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. Customer acknowledges that the use of Mobile Banking Service is depending on the Customer's operating system and his Mobile Device, the Customer may not have access to all of the services within the Mobile Banking Application.
- e. Customer acknowledges that not all of the Bank's products and services are available on *iBiz* can be accessed via the Mobile Banking Application. The scope, features and functionality of the Mobile Banking Service may be varied by the Bank from time to time.
- f. Customer shall keep the mobile device safe and download or install the Mobile Banking App from the official mobile application store only

- g. The Bank does not warrant that Mobile Banking App is compatible with all mobile devices and the Bank reserves the right to change the version of operating system that works with Mobile Banking App at any time.
- h. Customer shall not, or permit another person to, alter or modify, reproduce, reverse input, decompile or disassemble Mobile Banking App at any time.
- i. The Bank shall not be made liable or responsible for any losses that is suffered or for any costs that might incur due to damage or corrupted or failure of the devices, hardware, software or any improper use of the Mobile Banking App
- j. The Bank reserves the right to modify or upgrade its security from time to time and may require Customer's prompt cooperation to implement any software or hardware upgrades to remove and/or prevent any virus or malware attacks.

8.0 Security Devices

- a. The Customer agrees to take and shall procure that each User shall take all precautions to safeguard the Security Devices (Hard Token & MOBILE TOKEN)
- b. The Customer shall immediately inform the Bank in writing: -
 - i. if the Customer knows or suspects that any Security Devices is lost in which event if the Security Devices is faulty *or*
 - ii. is not working for any reason the Customer shall immediately request for a new Security Device
- c. The Customer agree that the Hard Token, issued to its User(s) shall remain the property of the Bank. Upon termination of *iBiz*, the unusable Hard Token shall be rendered to the Bank immediately according to the Bank's process and procedure advised to the Customer.
- d. MOBILE TOKEN is a secure token service in software form available for smart phones which can be utilised by Customer for their transactions security when approving transactions. Supported smart phones for this software currently are only iOS devices and Android phones.
 - i. Customer is to adhere a process of registering customer's mobile device and activating MOBILE TOKEN on the mobile device itself.
 - ii. Mobile Banking App only allows for one registered mobile device per user and registration is required to access the Services provided in Mobile Banking App.
 - iii. Customer shall be fully responsible to understand the functions, security standards and risks of the mobile application and shall refrain from any act or omission which may compromise the Customer's access to update Mobile Banking App.
 - iv. In the event of lost mobile device, it is Customer's responsibility to inform the Bank immediately to de-register Customer's mobile device from *iBiz* login ID.
 - v. By registering to this service, Customer agree to allow their mobile device to act as a security token for IBIZ internet banking transactions.
 - vi. The Bank grants you a non-exclusive and non-transferable license to use the MOBILE TOKEN as per the terms and conditions herein.
 - vii. The Bank reserves the right to modify, terminate, suspend, cancel, and decline to renew or replace the MOBILE TOKEN services.
 - viii. Any installation of the soft toke on Customer's mobile devices shall be at their own risk.
- e. Customer will not acquire any rights whatsoever to *iBiz* MOBILE TOKEN. All licenses and equivalent intellectual property rights to the *iBiz* MOBILE TOKEN shall at all times remain the property of and shall reside with the Bank.
- f. It is Customer's responsibility to ensure that the possession or custody of the *iBiz* MOBILE TOKEN at all times remains with Customer and Customer shall not permit any other person to have access to or to use the token issued.

- g. The Bank shall be entitled to rely on and treat any Instruction made, submitted or effected by the use of MOBILE TOKEN issued or provided or any Internet Pin or Mobile Password generated by such software token as having been generated or initiated by Customer.
- h. The Bank shall have no liability for the following: -
 - i. Any losses that is suffered or for any costs that might incur due to damage or corrupted or failure of the devices, hardware, software or any improper use of the Mobile Banking App.
 - ii. Any losses and damages suffered by Customer due to any misuse or fraudulent transactions arising from Customer's failure to promptly inform the Bank that Customer have misplaced, lost or mobile device has been stolen; *or*
 - iii. Any losses and damages suffered by Customer arising from breach of any implied term as to the satisfactory quality, merchantability or fitness for purpose of mobile device installed with MOBILE TOKEN software. Customer is advised to check on the compatibility of the mobile device with Bank's MOBILE TOKEN software before downloading and utilising the said software.
- i. Any changes of token method need to inform the Bank's from time to time to ensure the token usage and entitlement assigned correctly to the authorized user(s) as per clause, terms and condition mentioned in the Bank's related document submitted by the Customer to the Bank.

9.0 Authorisation

- a. The Bank warrants that the *iBiz* software will conform at the date of supply in all material respects with the current specifications in the *iBiz* User Guide, provided the *iBiz* software is used properly.
- b. The Customer hereby appoints the Bank as the Customer's agent for the purpose of: -
 - i. instructing on the Customer's behalf any relevant Institution to transmit or otherwise communicate to the Bank and / or *iBiz* any information concerning the Customer and the Customer's account with any such Institution;
 - ii. opening, continuing and conducting accounts with any Institution in order to affect any Customer Instruction, and the Customer agrees that any such account opened will be opened and conducted on such terms and conditions as that Institution shall reasonably consider appropriate; and
 - iii. agreeing on the Customer's behalf with any relevant Institution that the provisions of Clauses 10 to 14 inclusive of this Agreement shall apply as between the Customer and such Institution.
- c. The Customer authorises the Bank to provide third parties with such information relating to the Customer and the Customer's account as may be, in the Bank's reasonable opinion, be necessary in order to give effect to a Customer Instruction or in order to comply with the order of any court, government agency or lawful authority in any jurisdiction.
- d. The Customer acknowledges that information concerning the Customer and the Customer's account may be transmitted to or through and / or stored in various countries or states. The Customer authorises such transmission and / or storage as the Bank or any Institution shall reasonable consider necessary or appropriate in the provision of *iBiz* Services.

10.0 Liability

- a. The Customer shall not hold the Bank be liable for any delay or failure to provide any *iBiz* Services which is attributable to any cause beyond the Bank's control including any equipment, system or transmission link malfunction or failure.
- b. Under no circumstances shall the Bank be liable to the Customer (whether in contract, tort, including negligence, strict liability or otherwise) for any indirect or consequential loss including without limitation loss of profits or contracts (whether foreseeable by the Bank or not) arising out of or related to the Customer's use of *iBiz*.

11.0 Entirety and Severability

- a. This Agreement constitutes the entire agreement between the Bank and the Customer relating to the use of *iBiz*, but any other agreement with the Bank by means other than *iBiz* shall be unaffected. Each of the provisions of the Terms and Conditions is severable and distinct from the others and, if one or more of them is or becomes illegal, invalid or unenforceable, the remainder shall not be affected in any way.

12.0 Indemnity

- a. The Customer shall indemnify and hereby indemnifies and keeps indemnified the Bank against any demands, claims, losses, or damage which the Bank may suffer or incur arising out of any of the events stated: -
 - i. any loss or damage suffered by the Bank as a result of the breach of any term or condition in this Agreement by the Customer or arising out of or in relation to the Bank agreeing to provide the Customer with the Services; or
 - ii. for any loss or damage suffered by the Bank as a result of the Customer gaining unauthorised access into or sabotaging or injecting or transmitting any virus into or hacking or modifying the system of the Bank or do any act or thing which places the system of the Bank in jeopardy in any way unless such losses or damages are attributable by the Bank's willful misconduct and or gross negligence.
- b. In addition, the Customer with regards to *iBiz* Services set out in these Terms and Conditions and the *iBiz* User Guide undertake without any reservation or qualifications to accept full responsibility for any error, inaccuracy, or omission on the Customer part in the preparation of the data, and shall indemnify the Customer in respect of all or any damage whatsoever and howsoever arising but not limited to any loss or damage due to any suits, claims, demands, costs, charges and expenses suffered by or made against the Customer by any person or body in respect of the Customer acceptance of the Bank request for this service.
- c. The abovementioned shall include the agreement to accept the data transmitted via *iBiz* prepared by the Customer without any authentication of its contents on the Customer part as to its truthfulness, accuracy or correctness in any respect whatsoever, for direct input to the Customer computer for the purpose of payment to the Customer employees, agents, students, vendor, servants or third-party payee.
- d. This indemnity shall not cover any loss or damage arising out of or in connection to any willful misconduct and or gross negligence on your part including the Customer servants, employees' agents, vendors, students or third-party payee.

13.0 Change in Term

- a. The Bank reserves the right to change, vary, amend and / or add the Terms and Conditions, including the contents of the *iBiz* User Guide, on twenty (21) days' notice to the Customer or a shorter period if the Bank is of the reasonable opinion that a shorter period of notice is necessary for the effective operation and use of *iBiz*. If the Customer objects to any change, the Customer may terminate the *iBiz* Services by giving written notice prior to the effective date of the change. The continued use of the *iBiz* shall be deemed as acceptance and receipt by the Customer of the changes in these Conditions.

14.0 Confidential Information

- a. All Bank information are exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank Information confidential and to limit access to its appointed User who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business.
- b. In the event that the Customer, or any of the Customer Users receives or retrieves any data or information from the *iBiz* and/or the Services that is not intended for the Customer, the Customer shall immediately notify the Bank, and procure that the Bank is notified, of such receipt or retrieval of such information, and delete and destroy and procure the deletion and destruction of such information

15.0 General

- a. The Customer agrees to provide any necessary supporting documents to the Bank as proof of purpose of payment for related Foreign Telegraphic Transfer (FTT) transaction.
- b. When performing fund transfers, including FTT, the Customer agrees and undertakes that it shall, at all times, comply and be solely responsible for the compliance with Bank Negara Malaysia's (BNM) notices under the Foreign Exchanges Notices as made available on their website.

16.0 Sufficient of Fund

- a. The Customer shall always ensure that sufficient funds available in the Account to perform which failure to maintain enough cleared funds to meet any transaction may resulting rejection or refuse or invalid to carry out any such instruction.

17.0 Suspension or Termination of Services

- a. The Customer may terminate the *iBiz* Services by giving thirty (30) days prior written notice to the Bank. The *iBiz* Services will be cancelled from the date of the Bank's receipt of the said notice of termination and the Customer hereby agrees not to use the *iBiz* Services to affect any of the Customer Instructions received on any day falling after the receipt of the Customer's notice of termination.
- b. Notwithstanding the foregoing, the Bank shall not be liable for the Customer's continued use of the *iBiz* Services 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.
- c. 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 *iBiz* Services without being responsible for any loss or damage suffered thereby.
- d. Notwithstanding the generality of the abovementioned terms of Termination, the Bank may terminate, suspend or restrict the Customer's access to the *iBiz* Services immediately, if:
 - i. the transaction may breach any Applicable Laws, including without limitation those relating to anti-money laundering, anti-corruption, counter-terrorism, anti-bribery, antifraud, tax evasion, embargoes or reporting requirements under financial transactions legislation;
 - ii. the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country;
 - iii. the Customer ceases to maintain any Account(s) with the Bank which can be accessed via the *iBiz* Services;
 - iv. 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;
 - v. the Customer fails to pay any fees or charges when due;

- vi. By virtue of directives from the Regulators and/or Authorities such as BNM, the Police, MACC or investigation or court orders, bankruptcy of the account holder, winding up of company or insanity of the Customer;
 - vii. In the event the Bank suspects that the Customer's Account is being used for or implicated in fraud or suspected fraud activities, or the Bank in its reasonable opinion is of the view that the information/documents provided to the Bank had been found to be false and/or incorrect and/or tempered and/or a misrepresentation of identity;
 - viii. In the event the Bank, the Police and/or Authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Account, misuse or suspicion of any misuse of the Account or any fraudulent transaction(s) in respect of the Account including but not limited to the depositing of cheques which the Customer is not beneficially entitled to; or
 - ix. 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 *iBiz* Services.
- e. Upon termination for any reason the Customer's license to use the *iBiz* Materials shall cease forthwith and the Customer shall immediately return to the Bank the *iBiz* Materials, including all copies thereof, erase the contents of any *iBiz* software held on hard or floppy disk, and destroy all other Passwords.

18.0 Customer Instruction

- a. The parties agree not to contest the validity or enforceability of messages including Customer Instructions transmitted electronically between the parties as part of the provision and use of *iBiz* Services under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the person to be bound thereby. Any messages, if introduced as evidence on paper in any judicial or other proceedings, will be admissible as between the parties to the same extent and under the same conditions as other records are maintained in documentary form and the parties shall not bring into question the admissibility as evidence of messages exchanged and stored for the use of the *iBiz* Services.

19.0 Act of God

- a. The Bank shall not be responsible for delays or failures, resulting at least in part from acts beyond its reasonable control and without its fault or negligence, in (a) the performance of its obligations hereunder, (b) executing any Instructions, or (c) providing any Products to the Customer. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, adverse market conditions, unavailability of foreign exchange, floods, storms, acts of God and similar occurrences.

20.0 Laws and Jurisdiction

- a. Any matter or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereto submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- b. For the purpose of operations through the Services, rules and regulations and Terms and Conditions governing existing banking products will continue to apply unless specified otherwise in these Terms and Conditions or the *iBiz* User Guide or both.
- c. These Terms and Conditions shall subject to, governed by and construed in accordance with the Laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia (BNM), Shariah Advisory Council of BNM and other relevant bodies and authority, in force from time to time.

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- d. The iBiz is also subject to all prevailing provisions of the Islamic Financial Services Act 2013 (IFSA) and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA).
 - e. All parties are expected to understand and comply with the Malaysian Anti-Corruption Commission Act 2009 (including any amendment thereof). The Bank reserves the right to report any actions or activities suspected of being criminal in nature to the police or other relevant authorities and include to terminate the transaction hereof.

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