

BMMB - TERMS & CONDITIONS OF ONLINE DEPOSIT ACCOUNT APPLICATION (ODA) PLATFORM

IMPORTANT: Please read the Bank Muamalat Malaysia Berhad (“BMMB”, or “the Bank”)’s Personal Data Protection Notice (“Notice”) before opening the account with us. By giving us your personal data, you are indicating to us that you consent and agree to the terms of our Notice and for the process and disclosure of data under the Personal Data Protection Act 2010. Our Notice is available on our website at www.muamalat.com.my and from any of our outlets.

These Terms & Conditions are intended to be read together with respective Product Disclosure Sheet (PDS) which is available on our website at www.muamalat.com.my, and pamphlets, brochures or any other relevant terms & conditions issued by BMMB which may be imposed from time to time according to the specific types of accounts bought by the Customer.

The Customer is responsible to ensure that the Internet access is in good condition during the process of application is being conducted. Unsatisfactory Internet access may disrupt application process made by the Customer.

BMMB shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory Internet access or any online disruptions that may occur during the process of online application.

These Terms and Conditions are separate from and do not affect the Terms and Conditions applicable to any Account.

1. DEFINITION

1.1. Definitions

- a) “**Account(s)**” means the Customer(s)’ account or accounts with the Bank and shall include any other new accounts which may be offered by the Bank from time to time. The products shall be governed by this Terms & Conditions.
- b) “**BMMB or the Bank**” means Bank Muamalat Malaysia Berhad [Company No. 196501000376 (6175-W)] and includes its branches and its successor-in-title and assigns.
- c) “**BNM**” means Bank Negara Malaysia.
- d) “**CRS**” means Common Reporting Standard.
- e) “**Customer**” refers to the customer of the Bank or relevant member of its Group, who accesses, subscribes to and utilises the Muamalat Application Platform. The customer may be an individual or a sole-proprietor.
- f) “**FATCA**” means Foreign Account Tax Compliance Act.
- g) “**FEA**” means Foreign Exchange Administration rules, regulations or notices as administered and issued by BNM from time to time.
- h) “**Force Majeure**” refers to any event in which the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank’s control as per item 8 hereunder.
- i) “**Internet**” means global network of information that is transmitted to the computers and devices which facilitate the telecommunications systems.
- j) “**Internet Banking Service known as “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 service, 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.
- k) “**ODA**” refers to the Online Deposit Account Application platform.
- l) “**OTC**” means Over-the-Counter service at BMMB branches.
- m) “**Service(s)**” refers to the Bank’s products and services as the context may require made available to the Customer and as may be added or changed, from time to time.
- n) “**Terms & Conditions (T&C)**” means the terms and conditions set out in this document and shall include any amendments, variations and supplements made from time to time by BMMB with prior notice and shall apply to all accounts unless specific account type terms to the contrary apply.

2. ONLINE DEPOSIT ACCOUNT APPLICATION (ODA)

- 2.1. Deposit Account Application via ODA is only eligible for new customers of the Bank.

- 2.2. Existing customer is not eligible for account opening via ODA. Existing customer is advised to apply for account opening via i-muamalat or visit our branches.
- 2.3. Individuals are eligible for opening of Savings Account-i (SA), Current Account-i (CA), Fixed Term Account-i (FTA), or Mudarabah Unrestricted Investment Account (SURIA).
- 2.4. The Customer acknowledges and agrees to the new account opening of SA, CA, FTA or SURIA via ODA pursuant to the terms and conditions hereunder.
- 2.5. System will send ODA Acknowledgement Receipt to a valid and correct email address of the customer once the application is successful.
- 2.6. Upon successful submission of application, customer may visit the nearest BMMB branch for document submission and account opening.
- 2.7. Customer is allowed to visit the nearest BMMB branch after 10 minutes or no later than 10 days from the date of application submission during branch operating hours.
- 2.8. The Bank by providing reasonable reason reserves the right to reject the Customer's account application via ODA.
- 2.9. Minimum initial deposits for opening of account are as follows:

Type of Account	Minimum Initial deposit
Savings Account-i	RM100
Current Account-i	RM1,000
Fixed Term Account-i	RM1,000
SURIA Investment	RM100

- 2.10. Minimum initial deposits under campaigns may vary from the above as are introduced and promoted by the Bank from time to time.
- 2.11. The validity of each application is within 10 days from the date of submission of the application. If customer did not activate the account at BMMB branches, upon expiry date, the application will be auto deleted.

3. FEES AND CHARGES

- 3.1. Charges will be imposed according to the Bank's Fees and Charges. The Bank shall comply with all relevant rules and decisions by BNM.
- 3.2. The Customer may refer to the Bank's website to view the imposed charges and relevant Product Disclosure Sheets for Savings Accounts-i.
- 3.3. The Customer hereby agrees that the Bank has a right to vary the fees and charges applicable to the Account by giving twenty one (21) days notice or communication of the said variation, and any such notice or communication of any variations may be delivered personally, or by registered/ordinary post to the other party at the last known address by the Bank, or by it being displayed at the Bank's premises or newspaper, or e-mail, or web page, or short messaging service, or by any other modes which the Bank deems fit. All communication posted to or left at the Customer's last registered address with the Bank shall be deemed to be duly delivered to Customer (unless there is contrary evidence that such notice was not in fact served).

4. PERSONAL DATA PROTECTION ACT (PDPA)

- 4.1. The Bank will take all reasonable precautions to preserve the integrity and confidentiality of information set out within the application submitted via this online application. However, the Customer acknowledges and agrees that the Bank may disclose such information to the Bank officers, employees and agents, the Bank service providers, and any other person where such disclosure is reasonably required for processing the application submitted. To the extent that the information set out within the application submitted via this online application constitutes personal data under the Personal Data Protection Act, the Customer acknowledges and agrees that the Bank may collect, use or disclose such personal data in connection with:-
 - a) the processing of the application submitted;

- b) the assessment and determination of your eligibility for account opening and other banking services and products;
 - c) the carrying out of statistical and other analysis and analytics;
 - d) the monitoring and enforcement of compliance with these Terms; and
 - e) the sending of communications relating to our products and services to you.
- 4.2. The Bank may use the Customer's Personal Data for marketing purposes as follows:-
- a) to conduct marketing research and survey with the aim of improving the Bank's products and service.
 - b) for marketing purpose, promotion event, competition or lucky draw.
- 4.3. The Bank processes the Customer's Personal Data as per above (clause 4.2) purposes due to the interest of the Bank's business with the intention of improving the Bank's products and services. The Bank will not send any marketing material to the Customer if the Customer has specifically mentioned not to do so. The Customer has the right to opt-out of receiving marketing material. Please contact the Bank's branches or customer service.

5. COMPLIANCE WITH REGULATORY REQUIREMENTS

- 5.1. The Customer acknowledges and agrees that the account opening application submitted via this online application is complying with legal, regulatory, compliance and risk management requirements for the followings:
- a) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA)
 - b) Foreign Exchange Administration (FEA)
 - c) Foreign Account Tax Compliance Act ("FATCA")
 - d) Common Reporting Standard (CRS)

6. SECURITY

- 6.1. The Customer must ensure that only persons with proper and valid authority (within any limits set by the Customer) send or transmit, or authorize the sending or transmission of, an application to the Bank via this online application. The Customer is responsible for the accuracy, adequacy and completeness of information submitted to the Bank. The Bank shall be entitled to treat an application received as being properly authorized by the Customer and binding upon the Customer, and the Bank is not required to further investigate or enquire the authenticity or authority of the Customer's good self.
- 6.2. The Customer acknowledges that the information set out within the application submitted via this online application is only encrypted and secured upon transmission to the Bank, and agree that this online application uses reasonable security procedures to:-
- a) verify that such information originate from the Customer;
 - b) verify that such information is not altered during transmission to the Bank; and
 - c) indicate the Customer's intention in respect of the application submitted, and that such security procedures are as reliable as appropriate for the purposes for which the online application is used. The Bank is not liable to the Customer if any transmission is delayed, lost or otherwise fails to reach the Bank, or if the information set out within the application is modified, intercepted or otherwise accessed by a third party during the process of transmission.

7. CHANGE IN PARTICULARS

- 7.1. If there are changes in individual personal data (e.g. occupation, employer name, income and etc.), the customer is encouraged to update the changes for the Bank's record. For the changes of residential address and telephone, the Customer shall walk-in to the nearest Branch.

8. FORCE MAJEURE

- 8.1. Notwithstanding any other provisions herein, in the event the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any factor in a nature of a force majeure or any failure or disruption to telecommunication, electricity, water, fuel supply, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

9. MISCELLANEOUS

- 9.1. Subject to Shariah principles, the Bank reserves the right to add, modify or delete any of the Terms & Conditions and any such notice or communication of any additions, modifications or deletions may be delivered personally, or by registered or ordinary mail to the other party at the last known address by the Bank, or by it being displayed at the Bank's premises, or by any notice or communication shall be deemed to be proof or receipt and binding on the Customer (unless there is contrary evidence that such notice was not in fact served):
 - a) If personally delivered, at the time of delivery; or
 - b) If posted by registered or ordinary mail, on the seven (7) business day after mailing; or
 - c) If displayed at the Bank's premises, on the effective date as stated in the notice.
- 9.2. In the event of any inconsistency between these Terms & Conditions with any brochures, marketing and promotional materials relating to the campaign or its promotion, these Terms & Conditions shall prevail.
- 9.3. The Bank reserves the right to change any or all the above Terms & Conditions whenever deemed necessary by informing the Customers within twenty one (21) calendar days notice prior to the effective date of the new Terms & Conditions. We provide the Term & Conditions in both language, English and Bahasa Malaysia. In case of any inconsistency between these two, English version shall prevail.
- 9.4. The terms and conditions including the discretion rights and/or power given to any parties under this Terms & Conditions shall be subject to Shariah principles.
- 9.5. In addition to other terms and conditions as set out in these Terms & Conditions, the Customer also hereby agree and consent to be bound by the General Terms & Conditions Governing Banking Accounts for Islamic Banking.
- 9.6. Any forms or receipts signed by the account holder and any transactions electronically confirmed, validated and or effected by the account holder in relation to any transaction or matter under the Account before, during or after the transaction or matter is carried out (the above transactions) shall be deemed final conclusive and binding on the account holder. Not in derogation of the generality of the foregoing, the account holder further agrees that the Banks books and or records evidencing the above transactions shall also be deemed as final, conclusive an binding on the account holder.

DISCLAIMER:

Although the Bank will put in place reasonable safeguards, the Bank does not warrant that the online account opening will be provided uninterrupted, free from any errors, computer virus or other malicious, destructive or corruptive code, or that any defect will be corrected.

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