

## BMMB MUAMALAT MALAYSIA BERHAD QR PAYMENT MOBILE APPLICATION

The terms and conditions herein describe the terms for a Customer's access, subscription and use of the BMMB QR payment (hereinafter referred to as "**Terms and Conditions**"). The Customer is required to read these Terms and Conditions carefully before agreeing and signing the registration form.

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 BMMB QR payment may be subject to its own terms and conditions and are in addition to these Terms and Conditions.

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.

The Customer agrees that signing the QR registration form, will constitute the Customer's agreement to and receipt of these Terms and Conditions.

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 QR transaction.

If you choose NOT to accept these terms and conditions or any of its revisions, please do not proceed and immediately discontinue your intention to register BMMB QR payment.

The following definitions apply unless otherwise stated:-

**"Access Codes"** refers to the User ID and Password as created by the Customer at the point of activation of the BMMB QR payment (as may be changed by the Customer from time to time) which is required to be keyed in every time a Customer accesses the BMMB QR payment.

**"Account"** refers to a BMMB's savings or current account owned by the registered merchant.

**"Biometric Authentication"** refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes Fingerprint scanning.

**"Buyer"** refers to a customer of BMMB who makes QR payment to the merchant for the purposes of good and services via i-muamalat application or m2u application.

**"Cashier"** refers to the person who is given authority by a Merchant to generate QR Codes and receive QR Payments from the Buyer on behalf of the Merchant. Payments received via QR payment goes into the Merchant's account.

**"BMMB"** refers BMMB Muamalat Malaysia Berhad and includes its successors in title and assigns.

**"BMMB QR payment Application"** ("Application") refers to the QR payment Banking application downloaded from the authorized Application stores approved by BMMB and installed by Merchant and Cashier to their Mobile Device(s) for access to BMMB QR payment Services.

**"BMMB QR payment Services ("QR Services")"** refers to the services available to Merchant and Cashier BMMB

QR payment Mobile Application. Customers may access the Application upon the correct input of their Access Codes. The services offered includes amongst other features such as QR Payments, Account Management and Generate QR Codes. This service is also available under the “e-Derma” campaign.

“**Customers**” refers to both Merchant(s) and Cashier(s).

“**Group**” means the BMMB 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 BMMB;

“**Merchant**” refers to the person who registers to become a BMMB QR payment merchant and receives QR Payments for good and services from Buyer through BMMB QR payment.

“**Mobile Device(s)**” refers to the mobile phone or such other communication device which is used to access the BMMB QR payment Services.

“**Network Service Provider**” refers to any Internet service provider providing connection to the Internet.

“**Password**” refers to the BMMB QR payment password which is used for authentication and must be keyed in by Customers to access the BMMB QR payment Application.

“**QR Codes**” refers to Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information for reading by the camera. There are 2 types of QR codes, Static QR Code and/or Dynamic QR code.

“**QR Code - Dynamic**” refers to a unique and changeable code produced by Merchant which has the Merchant’s account details and transaction information embedded within the code. Dynamic QR code can only be scanned once. Buyer does not need to enter the amount when making QR Payments using Dynamic QR code.

“**QR Code – Static**” refers to a fixed and unchangeable code produced by Merchant which ONLY has the Merchant’s account details embedded within the code. Static QR Code can be scanned repeatedly. Buyer is required to enter the amount when making QR payments using Static QR code.

“**QR Payments**” refers to payment make by the buyer using i-muamalat application or m2u application. Buyer performs the payment by scanning the QR Code generated by the merchant or cashier.

“**Third Party**” refers to other BMMB(s) that is not part and /or affiliated to BMMB and/or network service provider and/or telecommunication operators.

“**Username**” means the unique name made up of a string of characters created by the Customer (as may be changed by the Customer from time to time) which must be keyed in by the Customer in order to access BMMB QR Payment.

### **BMMB QR PAYMENT SERVICES**

Merchant and Cashier agree to download and install BMMB QR Payment Application on their Mobile Device(s) in order to set up and use the service. The Application will be downloaded only from the authorized Apple App Store, Google Play or other application stores that is approved by the BMMB. Merchant and Cashier acknowledge that the access and use of BMMB QR Payment Services shall depend on the type of access and agree that not all such services shall be available.

## 1.1 Account and Information

### 1.1.1 Account Information

Merchant is to select their own BMMB account. This account will be used by BMMB for receipt of QR Payments from the Buyers to Merchant and Cashier(s). The Merchant further agrees that the BMMB is entitled to debit the Merchant's Account for service charges and/or any other related charges in relation to BMMB QR Payment Services. Merchant is prohibited from using any Account which does not belong to Merchant.

The BMMB does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through BMMB QR Payment Services due to time delays, glitches and other similar system delays and/or errors that may occur. Customers are advised to regularly review any alerts, statements or notices issued or made available by the BMMB, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorized items or transactions, regularly and from time to time.

### 1.1.2 Personal and Business Related Information

The Merchant must be 18 years of age or above and must provide true, correct and accurate information to the BMMB in relation to their Personal and Business which includes but not limited to information pertaining to their Name, NRIC, Mobile Number, Nationality, Address, Nature of Business, Business Name, Account and Cashier.

In the event there are any changes to the information, the Merchant shall update the information via the Application and/or notify the BMMB immediately by means acceptable to the BMMB.

1.1.3 The Merchant acknowledge that the BMMB shall not be liable and Merchant shall indemnify the BMMB for any loss or damage that may arise due to Merchant's failure or delay to keep the BMMB and/or Third Party BMMB updated as to any changes to information including but not limited to information as specified in 2.2.1 and 2.2.2.

1.2 Merchant and Cashier shall observe all security measures prescribed by BMMB from time to time relating to QR payment services in particular over their Username, PIN and mobile devices from falling into the wrong hands.

Merchant and Cashier must take all reasonable precautions and diligence to prevent any unauthorized use of their QR Pay and their mobile devices including but not limited to the following measures:-

- enable lock on their mobile devices
- not keep any written record of Access Codes on, with or near their Mobile Devices;
- not display or to allow another person to see the Access Codes during Access Codes entry;
- not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorized QR payment transaction by any Third Party;
- avoid using date of birth, identity card number or mobile number as the Access Codes;
- check the Account details and transactions and report any discrepancy without undue delay
- Log out from the Application properly after use and not leave their Mobile Devices unattended.
- ensure correct profile is used when using the QR payment Application
- At no time and under no circumstances shall the Customer reveal his/her Username and/or PIN to anyone including to any of the BMMB's staff.

Should Merchant and Cashier have any reason to believe that any of their Access Codes have been misused and/or compromised by disclosure, discovered or howsoever, they must inform the BMMB immediately and/or take the necessary steps to change and recreate new Access Code.

Merchant and Cashier agree that the BMMB has the right to invalidate their Access Codes for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of BMMB QR Payment Services and its users where the BMMB deems appropriate. They shall not hold the BMMB liable for any loss or damage suffered as a result of such invalidation of their Access Codes.

### 1.3 Savings Account (“SA”) Conversion to Passbook-less feature.

If Merchant selects a BMMB Savings Account (SA) as their crediting account during QR payment registration or at any point subsequently, Merchant hereby agree and consent to the BMMB converting their SA Passbook to Passbook-less. Upon conversion to Passbook-less, all transactions can only be viewed online and will NOT be reflected in the Passbook.

### 1.4 Merchant’s Obligations

- Merchant must use the QR payment Services responsibly and not use it for any unlawful activities.
- Merchant must have good title or ownership over the products and services they offer to Buyers.
- Merchant will be responsible and held accountable for the conduct of their Cashier(s). Merchant have a duty to educate their Cashier(s) on the Terms and Conditions of BMMB QR Payment Mobile Application and its related Services especially in relation to the Cashier’s responsibilities, QR payment operations and possible risks in using QR payment.

### 1.5 Restricted Activities

Merchant and Cashier has a duty to ensure the information provided and activities conducted through QR payment Services shall NOT:-

- (a) be false, inaccurate or misleading
- (b) be fraudulent or involve the sale of counterfeit or stolen items
- (c) consist of providing illegal money lending
- (d) be related in any way to any type of gambling and/or gaming activities
- (e) violate BMMB Group's Acceptable Use Policy;
- (f) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- (g) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising);
- (h) be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- (i) be obscene or contain pornography;
- (j) contain any viruses, Trojan horses, worms, time bombs cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- (k) facilitate the sale of counterfeit goods;
- (o) cause BMMB Group to receive excessive complaints regarding your account or business;
- (p) Present to BMMB Group a risk of non-compliance with BMMB Group's anti-money laundering obligations (including, without limitation, where we cannot verify your identity).

If there is any use or attempt to use the QR Services for any type of unlawful purposes (including but not limited to the above) Merchant and Cashier's access to QR payment will be terminated. Merchant and Cashier may be subjected to damages and other penalties, including criminal prosecution where available.

#### 1.6 QR payment Promotion

The responsibility and accountability of Merchant's QR payment Promotion shall be borne by Merchant. Merchants agree to take all reasonable steps to ensure all content and terms stated in Merchant's QR payment Promotion are correct and fair and are in NO way violating any rules and laws of Malaysia and/or causing any harm, offense and / or discrimination to the Buyers or the General Public. The BMMB plays no part in Merchant's QR payment Promotion creation and shall not be liable for any misrepresentation of Merchant's QR Promotion.

Should the Customers have any reason to believe that their Static QR Code has been tampered by any persons; the Merchant shall immediately reprint and replace the tampered Static QR Code.

Merchant acknowledges and agrees that they may be contacted by Buyers in relation to the QR Promotion offered.

#### 1.7 Payment Terms

Merchant agree and accept that any instructions given by Merchant in respect of the Merchant's Account(s) or any other transaction, using BMMB QR Payment Services shall at all times be subject to such limits and conditions as may be fixed or specified by the BMMB from time to time at its absolute discretion.

The Merchant acknowledges that the BMMB may from time to time offer BMMB QR Payment Promotion to Buyers. If Buyer uses the BMMB QR Payment promotion, Merchant will receive the amount minus the BMMB promotion value into the Merchant's account immediately upon successful payment but the BMMB promotion value will only be credited into the Merchant's account within 24 hours.

#### 1.8 Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by the Merchant and/or Cashier and the Buyer), the settlement of such disputes shall be between the Buyer and Merchant and/or Cashier. BMMB will NOT revoke and/or reverse successful QR Payments play any part in the outcome or dispute settlement between the Buyer and Merchant and/or Cashier.

BMMB shall not be held responsible amongst others for disputes arising from:-

1. The buyer not receiving any goods or services from the Merchant and/ or Cashier.
2. the Merchant and /or Cashier not being contactable
3. Any wrongful or miscommunication by the Merchant and /or Cashier to Buyer.
4. Any wrong / fraudulent / unauthorized payment.

#### 1.9 BMMB reserves the right :-

- (i) to conduct an inspection of the Merchant's outlet or business premises ; and/or
- (ii) to require the production of documents evidencing the Merchant's identity and business activities,

For the purpose of compliance to the BMMB's Internal policy and/or procedures, laws and regulations and/or for any other reasons the BMMB deems fit.

1.10 BMMB reserves the right to add, modify or remove any QR payment features at its absolute discretion from time to time as it sees fit.

1.11 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, Merchant and Cashier shall expressly agree that the use of QR Pay is at his own risk and shall assume all risk incidental to or arising out of the use of Service.

## 2. MOBILE BANKING APPLICATION

2.1 Customers acknowledge that the download and use of the Application on your Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to your agreement to the following additional conditions:

- (i) shall not misuse the Application for any purpose other than access to their own Profile and/or Account and for BMMB QR Payment Services;
- (ii) shall not download or install the Application into a Mobile Device which you do not own or have exclusive control;
- (iii) shall not permit or enable any person to access the Application, or leave your Mobile Device unattended in such a manner as to enable a person to access the Application;
- (iv) shall not reproduce, modify or reverse engineer the Application or permit another person to do so;
- (v) The Application is made available to Customers strictly on an "as is" basis, 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. In addition, you agree that the BMMB cannot ensure that the Application will be compatible or may be used in conjunction with any mobile device, and you agree that unless inconsistent with the other expressed provisions herein, you shall not hold the BMMB 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 BMMB. The BMMB 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. Detailed information on features, platforms and operating systems is available in the BMMB's website.
- (vii) Shall download the Application from the authorized Apple App Store, Google Play or other application store that is approved by the BMMB.
- (viii) Updates to the Application may be issued by the BMMB from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use the Application until you have downloaded the latest version of the Application and accepted any new terms.
- (ix) 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 BMMB strongly cautions against installing the Application in any hacked mobile devices. The BMMB shall not be liable for any losses that is suffered or for any costs that you might incur due to damage or corrupted or failure of device, hardware or software that you use in connection with the Application

## 2.2 Biometric Authentication

- I. You understand the need to protect your mobile device. Once your mobile device is successfully registered with the Biometric service, your BMMB's Application services can be accessed with the fingerprints registered in your mobile device enrolled with the Application.
- II. You are advised NOT to register any third party(s)'s fingerprints in your mobile device with the Application, as by such registration, the third party(s) will be able to access your BMMB's Application, to which the BMMB shall not be held responsible whatsoever for such access or any losses or damages incurred by you as a result of such access authorized by you.
- III. You acknowledge and agree that, for the purposes of the Quick Touch service, the Application will be accessing the fingerprints registered in your mobile device, and you hereby consent to the BMMB accessing and using such information for the provision of the Quick Touch service.

## 2.3 Responsibility for and Confidentiality of Access Codes

2.3.1 The Access Codes shall only be used by the Customer of the BMMB's BMMB QR payment Service to whom the Access Code is registered to.

2.3.2 The Customer shall:

- a) 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 BMMB);
- b) observe all security measures as may be prescribed by the in relation to the Customer's Access Codes from time to time;
- c) 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, mobile device unattended whilst accessing the BMMB's BMMB QR payment Service; ensuring others do not see the Customer's entering of the Access Codes upon access to the BMMB QR payment Service and ensuring the proper log off from the BMMB QR payment Service upon completion of use;
- d) be responsible for all access and/or use of the BMMB's BMMB QR payment Service made via the Customer's Access Codes whether it was in fact made by the Customer or by any other person(s) purporting to be the Customer; and
- e) Notify the BMMB immediately upon receipt of any data and information through or in relation to the BMMB's BMMB QR payment Service which is not intended for the Customer

## 3. AUTHORISATION

3.1 The Customers hereby authorize the BMMB to comply with all instructions given by them via the use of their respective Access Codes, and such instructions are deemed to be Instructions properly authorised by the Customers even if they may conflict with any other mandate given at any time concerning the Customers' Account(s) or affair(s).

3.2 The Customers agree that such instructions shall be binding on the Customers upon its transmission to the BMMB and the instructions cannot be changed or withdrawn without the BMMB's consent and that the BMMB is not further obliged to check the authenticity of such instructions.

## 4. INSTRUCTIONS

4.1 The Customers hereby agree that it is the Customers' responsibility to review the BMMB's alerts, statements and records of the instructions, communications, operations or transactions made or



performed, processed or effected through BMMB QR Payment Services and/or Application in a timely manner and on a regular basis.

- 4.2 Should the Customers have any reason to believe that an instruction has not been accurately or completely received by the BMMB; the Customers shall officially and immediately inform the BMMB by any means without delay after transmission of the relevant Instruction(s).
- 4.3 The BMMB will NOT carry out Instructions to revoke and/or reverse successful QR Payments. Should Customers have any queries in regards to QR Payments received, the BMMB will, on best effort basis, provide clarity or carry out investigation upon Customers' request but is under no obligation to do so.
- 4.4 The BMMB reserves the right at its discretion, to refuse to carry out any of the Customers' instructions where the Customers' instructions are inconsistent with the BMMB's policy or laws or for any other reasons.
- 4.5 Where the Customers give Instructions to the BMMB to effect transactions in relation to BMMB QR Payment Services, the Customers shall provide accurate and complete details as required by the BMMB.
- 4.6 The Customers agree that all Instructions issued by the Customers, though in electronic form are deemed valid and binding and the Customers agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is made in electronic form.

## 5. SERVICE AVAILABILITY

- 5.1 BMMB QR Payment Services is intended to be available 7 days a week, 24 hours a day. Customers acknowledge that there may be:
  - (i) Daily downtime where the BMMB carries out maintenance over its systems and equipment; and/or
  - (ii) Occasional downtime due to any other unforeseen interruption beyond the BMMB's control.
- 5.2 The BMMB shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, the BMMB will use reasonable efforts to inform Customers of any interruption.
- 5.3 Further, where a transaction involves access or use of Third Party systems and services, Customers acknowledge that the operating hours will depend on the availability of those systems.

## 6. CONFIDENTIALITY

Should the Customers receive any data and information through BMMB QR Payment Services and/or Application which is not intended for the Customers, the Customers agree that all such data or information shall be deleted immediately and that the Customers shall immediately notify the BMMB by any means without delay.

## 7. DISCLOSURE OF CUSTOMERS' INFORMATION

- 7.1 The BMMB and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or account(s) of the Customers, that the Customers have provided or that the BMMB and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:
  - (i) to comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written laws



- (ii) Required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967.
- (iii) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of BMMB Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013;
- (iv) in relation to the conduct of centralized functions, which include audit, risk, management, finance or information technology or any other centralized function within the BMMB's group of companies (where applicable) ;
- (v) in relation to a due diligence exercise approved by the board of directors of the BMMB in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
- (vi) for the performance of functions of the BMMB which are outsourced;
- (vii) necessary to complete a transaction;
- (viii) to other entities within the BMMB's group of companies which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with the BMMB (hereinafter referred to as "BMMB Group for purposes of cross selling of products and services, unless the Customers have objected to or has opted out of such disclosure;
- (ix) to offer other products and services of the BMMB's affiliates and other third party service providers where the Customers have consented to the same

7.2 Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, the Customers understand that while the BMMB shall use its best endeavours to ensure that all information transmitted or received using BMMB QR Payment Services is secure and cannot be accessed by unauthorized third parties, the BMMB does not warrant the security of any information transmitted or received by the Customers using BMMB QR Payment Services.

7.3 In addition, Customers are advised to review the BMMB's Privacy Notice from i-muamalat website.

## 8. LIMITATION OF LIABILITIES

8.1 The Customers acknowledge that the BMMB and its affiliates make no warranties of any kind with respect to BMMB QR Payment Services and/or Application, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the BMMB Group and its affiliates expressly disclaims liability with respect to any delays, failure or error in the Customers' use of the BMMB QR Payment Services and/or Application.

8.2 Except as otherwise expressly stated in these terms and conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the bmmgroup and/or its affiliates shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by you or any other person as a consequence of accessing or using the bmm qr payment services and/or application.

8.3 Due to the nature of BMMB QR Payment Services and/or Application, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the BMMB shall not be responsible for any loss of or damage to the Customers' data, software, equipment, network access or

other equipment used to access BMMB QR Payment Services and/or Application. This includes any unauthorized use and/or intrusion, interference or attack by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

## 9. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

9.1 The Customers acknowledge that all proprietary rights and intellectual property rights in BMMB QR Payment Services and/or Application provided hereunder belongs to the BMMB, where applicable, its affiliates at all times.

9.2 Other than information related to the Customers' Accounts, all content available on BMMB QR Payment Services and/or Application (including its arrangement) is the property of the BMMB or Third Parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.

9.3 The Customers' usage of BMMB QR Payment Services and/or Application does not grant the Customers a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise, of BMMB QR Payment Services and/or Application provided thereunder without the express written approval of the BMMB. In addition, the Customers' usage of BMMB QR Payment Services and/or Application does not grant the Customers a license or right to use any Third Party trademark without the express written approval of the Third Party possessing rights to such trademark.

## 10. FEES AND CHARGES

10.1 The Customers acknowledge that the BMMB shall, subject to giving the Customers twenty one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of the Customers' use of or access to BMMB QR Payment Services or any part thereof.

10.2 The service charges or transaction fees may be varied from time to time at the absolute discretion of the BMMB. The Malaysian Sales & Services Tax (SST) will be imposed on all service charges or transaction fees charged by the BMMB to the Customers under this agreement and the Customers agrees to pay the BMMB the SST amount as and when notified by the BMMB.

10.3 The Merchant acknowledges that the Merchant is responsible for all charges imposed by service providers in enabling Customers to access and/or connect to BMMB QR Payment Services and/or Application. The Customers are also responsible for any fees and charges imposed by any Network Service Provider.

10.4 Subject to the Account terms of the Merchant's Account(s), the Merchant acknowledges that the BMMB reserves the right to debit the Merchant's relevant Account(s) for any amounts and any Government charges or taxes payable as a result of the use of BMMB QR Payment Services.

## 11. INTERNATIONAL USE

11.1 Customers shall NOT carry out business and use BMMB QR Payment Services and/or Application outside of Malaysia.

11.2 Customer shall be liable and responsible for any misconduct or misuse of BMMB QR Payment Services and/or Application outside of Malaysia's jurisdiction.

## 12. GENERAL

12.1 The Customers hereby agree to examine all the BMMB's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through BMMB QR Payment Services and/or Application regularly and in a timely manner and the Customers hereby undertake to notify the BMMB immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorized items or transactions. The Customers acknowledge that the Customers' failure or delay to provide such notification forthwith shall be deemed as the Customers conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on the Customers for all purposes and conclusive evidence of the transaction. The Customers hereby agree that all such records are admissible in evidence and that the Customers shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Customers' rights (if any) to so object.

12.2 Any Instructions transmitted by the Customer after the relevant cut-off time on any day shall be posted in the books and records of the BMMB on or for the next business day following the date of the Instruction.

12.3 The Customers shall not be entitled to use BMMB QR Payment Services, if there exists any restrictions whatsoever in relation to the Merchant's Account(s) or Third Party Account(s) either imposed by the BMMB or by any relevant authorities or Third Party BMMB.

12.4 The provisions of the BMMB's i-muamalat kiosks and all computer devices and/or terminals (Property) available for the Customers use at our branches are specially for the Customers use and access of BMMB QR Payment webpage only and the Customers shall not use the Property for or in connection with any illegal purpose or activity.

### 13. SUSPENSION OR TERMINATION

13.1 Notwithstanding anything herein to the contrary, the BMMB may at any time, suspend or terminate the Customers' right of access to BMMB QR Payment Services and/or Application or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of BMMB QR Payment Services and/or Application and its users where the BMMB deems appropriate.

13.2 The BMMB shall automatically terminate the Customers' right of access to BMMB QR Payment Services and/or Application should the Customers fall into any blacklisted and/or negative reports, cease to maintain any Account(s) with the BMMB should the Customers access to such Account(s) be restricted by the BMMB or any other party 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 BMMB QR Payment Services and/or Application and its users where the BMMB deems appropriate.

13.3 The Merchant may terminate its usage by deleting the Application and cease access or usage of BMMB QR Payment Services.

13.4 Notwithstanding the instances as stated above, the BMMB reserves the right to terminate the Customers access to BMMB QR Payment Services and/or Application without assigning any reason thereto.

13.5 The Customers acknowledge that termination shall not affect the Customer's liability or obligations in respect of instructions provided to and/or processed by the BMMB on the Customers' behalf.

### 14. INDEMNITY

14.1 The Customer hereby agree to be liable for and to fully indemnify and keep the BMMB fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:

- (i) the Customers' breach or violation of these Terms and Conditions or any Third Party rights;
- (ii) the Customers' use or purported use of BMMB QR Payment Services and/or Application;
- (iii) the Customers' fraudulent acts;
- (iv) the Customers' disclosure of Access Codes to any other person or in any emails or on other websites;
- (v) the Customers' failure to take reasonable steps to keep the Access Codes private and/or secure at all times;
- (vi) the Customers' failure to report a breach, disclosure or compromise of the Access Codes as soon as reasonably practicable upon being aware of the breach or loss respectively;
- (vii) The BMMB discharging a mandate provided by the Customers.
- (viii) the BMMB carrying out instructions provided by the Customers via any of their Access Codes;
- (ix) the BMMB enforcing its rights against the Customers; or
- (x) the BMMB complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Customers.

14.2 The Customers' liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

- (i) a technical breakdown or proven deficiency in the systems and equipment under the full control of the BMMB;
- (ii) a proven weakness or vulnerability in the security features and controls adopted by the BMMB;
- (iii) transaction(s) that occurred after the BMMB has been notified by the Customer of an unauthorized transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes, provided that the said breach, disclosure or compromise was not due to the Customer's own act or omission or the acts or omission of persons or entities under its control;
- (iv) transaction(s) that occurred immediately prior to the BMMB being notified by the Customers of the unauthorized transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes provided that the said breach, disclosure or compromise of the Access Codes was not due to the Customers' own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay; and
- (v) transaction(s) that occurred prior to the Customers' receiving any Access Codes in relation to the transaction; or
- (vi) Where applicable, Access Codes that are forged, faulty, expired or cancelled provided that they are not due to the Customers' own acts or omissions or the acts or omission of persons or entities under its control.

## 15. NOTICES

15.1 The Customers hereby consent to all notices and other communications which concern BMMB QR Payment Services and/or Application are required under these Terms and Conditions, to be given by the BMMB in any one of the following manners:

- (i) By ordinary post to the Merchant's last address in the BMMB's records and such notification shall be deemed received two (2) days after posting.
- (ii) By electronic mail to the Merchant's last known e-mail address in the BMMB's records and such notification shall be deemed received twenty four (24) hours after sending.
- (iii) By being displayed on the BMMB's premise and such notification shall be deemed effective upon such display.
- (iv) By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
- (v) By inserting a notice in the BMMB's statement of Account to the Merchant 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 Merchant.
- (vi) Broadcasting a message on the i-muamalat.com website; or
- (vii) By notification to the Customers in any other manner as the BMMB deems fit.

## 16. FORCE MAJEURE

The BMMB shall not be liable to the Customers or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if the BMMB and / or Third Party are unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

## 17. SEVERABILITY AND WAIVER

If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

Any waiver or indulgence granted shall not prevent the BMMB from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require the BMMB to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

## 18. VARIATIONS

The Customers acknowledge that (among others) to ensure the improvement, smooth and efficient provision of BMMB QR Payment Services, the BMMB shall have the right and discretion to make such amendments and modifications as it deems necessary to:

- (i) the procedures and processes applicable to BMMB QR Payment Services and/or Application (i.e. procedure for registration and activation Customers, etc.); and
- (ii) The trade or service names used in relation to BMMB QR Payment Services and/or Application as referred to in these Terms and Conditions. Notwithstanding the same, the Customers hereby agrees that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to BMMB QR Payment Services whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.

## 19. COMPLAINTS

19.1 If the Customers have any enquiries or require any assistance, please refer to our helpdesk at 1-300 88-8787 or +603- 26005500 (if the Customer is overseas). In addition, the Customers are advised to review our Privacy Policy, Security Statement and Client Charter in the i-muamalat website.

19.2 In the event that the Customers have any complaints and/or disputes arising from BMMB QR Payment Services and/or Application and these Terms and Conditions, please refer the matter to the BMMB at the address stated in Clause 20.5.

19.3 The Customers shall specify the nature of the Customers' query, complaint and/or dispute and such other details or information as may be required by the BMMB and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with the BMMB's complaints and dispute resolution procedure.

19.4 The Customers undertake that any such complaints and/or disputes made by the Customers are true and legitimate and the Customers acknowledge that the Customers shall be liable to the BMMB in relation to false or fraudulent complaints or claims.

19.5 All complaints to the BMMB concerning BMMB QR Payment (Merchant module) and these Terms and Conditions shall be in writing, signed by the Merchant and sent to the BMMB at the following address:

**Bank Muamalat Malaysia Berhad**  
**Ibu Pejabat, Menara Bumiputra,**  
**21 Jalan Melaka,**  
**50100 Kuala Lumpur**  
**Tel: +603 - 2059 1333**

## 20. LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. Any dispute arising in respect of the BMMB QR payment Service and these Terms and Conditions which cannot be resolved in accordance with Clause 25 above, shall be referred to the Courts of Malaysia situated in Kuala Lumpur.

## 21. DISCLAIMER

21.1 The materials and information made available via BMMB QR Payment Services and/or Application including but not limited to services, products, information, data, text, graphics, audio, video, links or other items are provided by the BMMB on an "as is" and "as available" basis. References to material and information contained on BMMB QR Payment Services and/or Application include such material and information provided by third parties.

21.2 The BMMB does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of BMMB QR Payment Services and/or Application and the material, information and/or functions therein. Further, the BMMB does not warrant that access to the whole or part(s) of BMMB QR Payment Services and/or Application, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile devices and/ or computer system. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the BMMB expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of the BMMB, reasonable measures will nevertheless be taken by the BMMB to ensure the accuracy and validity of all information relating to transactions and products of the BMMB which originate exclusively from the BMMB.