

## Terms & Conditions

### BMMB MUAMALAT MALAYSIA BERHAD DUITNOW QR MOBILE APPLICATION

The terms and conditions herein describe the terms for the Customer's access, subscription and use of the DuitNow QR (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 DuitNow QR 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 DuitNow QR merchant 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 DuitNow QR payment services.

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 DuitNow QR (as may be changed by the Customer from time to time) which is required to be keyed in every time the Customer accesses the DuitNow QR payment.

"Account" refers to a BMMB's 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 DuitNow QR to the merchant for the purposes of good and services via i-Muamalat application or other participating banks or e-wallets.

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

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

"Customer" refers to both Merchant(s) and Cashier(s).

"DuitNow QR Application" ("Application") refers to the DuitNow QR 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 DuitNow QR Services.

"DuitNow QR Services ("QR Services")" refers to the services available to Merchant and Cashier DuitNow QR Mobile Application. Customers may access the Application upon the correct input of their Access Codes. The services offered include amongst other features such as DuitNow QR, Account Management and Generate QR Codes. This service is also available under the "e-Derma" campaign.

"Group" means 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 BMMB;

"Merchant" refers to the person who registers to become a DuitNow QR merchant and receives QR payments for good and services from Buyer through DuitNow QR payment.

"Mobile Device(s)" refers to the mobile phone or such other communication device which is used to access the DuitNow QR Services.

"Network Service Provider" refers to any internet service provider providing connection to the internet.

"Password" refers to the DuitNow QR password which is used for authentication and must be keyed in by Customers to access the Duit Now QR 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. Buyers do not need to enter the amount when making DuitNow 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. Buyers are required to enter the amount when making QR payments using Static QR code.

"DuitNow QR Payments" refers to payment make by the buyer using i-Muamalat application or other participating banks or e-wallets. 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 to access DuitNow QR.

#### DUITNOW QR SERVICES

Merchant and Cashier agree to download and install DuitNow QR t 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 BMMB. Merchant and Cashier acknowledge that the access and use of DuitNow QR Services should 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 DuitNow QR from the Buyers to Merchant and Cashier(s). The Merchant further agrees that BMMB is entitled to debit the Merchant's Account for service charges and/or any other related charges in relation to DuitNow QR Services. Merchant is prohibited from using any Account which does not belong to Merchant.

BMMB does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through DuitNow QR 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 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 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 BMMB immediately by means acceptable to BMMB.

1.1.3 The Merchant acknowledges that BMMB shall not be liable and Merchant shall indemnify BMMB for any loss or damage that may arise due to Merchant's failure or delay to keep BMMB and/or Third Party 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 DuitNow QR 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 DuitNow QR 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 DuitNow QR 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 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 BMMB immediately and/or take the necessary steps to change and recreate new Access Code.

Merchant and Cashier agree that 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 DuitNow QR Services and its users where BMMB deems appropriate. They shall not hold BMMB liable for any loss or damage suffered as a result of such invalidation of their Access Codes.

##### 1.3 Merchant's Obligations

-Merchant must use the DuitNow QR 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). Merchants have a duty to educate their Cashier(s) on the Terms and Conditions of DuitNow QR Mobile Application and its related Services especially in relation to the Cashier's responsibilities, DuitNow QR operations and possible risks in using DuitNow QR.

##### 1.4 Restricted Activities

Merchant and Cashier have a duty to ensure the information provided and activities conducted through DuitNow QR 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 DuitNow QR Services for any type of unlawful purposes (including but not limited to the above) Merchant and Cashier's access to DuitNow QR will be terminated. Merchant and Cashier may be subjected to damages and other penalties, including criminal prosecution where available.

##### 1.5 DuitNow QR Promotion

The responsibility and accountability of Merchant's DuitNow QR Promotion shall be borne by Merchant. Merchants agree to take all reasonable steps to ensure all content and terms stated in Merchant's DuitNow QR 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. BMMB plays no part in Merchant's DuitNow QR Promotion creation and shall not be liable for any misrepresentation of Merchant's DuitNow QR Promotion.

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

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

#### 1.6 Payment Terms

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

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

#### 1.7 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 DuitNow 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 does not receive 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.

#### 1.8 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 BMMB's Internal policy and/or procedures, laws and regulations and/or for any other reasons BMMB deems fit.

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

1.10 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 DuitNow QR 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 DuitNow QR 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 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 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 BMMB. 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 BMMB's website. (vii) Shall download the Application from the authorized Apple App Store, Google Play or other application store that is approved by BMMB. (viii) Updates to the Application may be issued by 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. BMMB strongly cautions against installing the Application in any hacked mobile devices. 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

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 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 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 BMMB's DuitNow QR Service to whom the Access Code is registered to.

2.3.2 The Customer shall:

- 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 BMMB);
- observe all security measures as may be prescribed by them in relation to the Customer's Access Codes from time to time.
- 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 BMMB's DuitNow QR Service; ensuring others do not see the Customer's entering of the Access Codes upon access to the DuitNow QR Service and ensuring the proper log off from the DuitNow QR Service upon completion of use;
- be responsible for all access and/or use of BMMB's DuitNow QR 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
- Notify BMMB immediately upon receipt of any data and information through or in relation to BMMB's DuitNow QR Service which is not intended for the Customer. If the Customer has unintentionally seen or read the data and/or information, the Customer agrees that the same will not be used for any purpose whatsoever.

## 3. AUTHORISATION

3.1 The Customers hereby authorize 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 authorized 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 BMMB and the instructions cannot be changed or withdrawn without BMMB's consent and that 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 BMMB's alerts, statements and records of the instructions, communications, operations or transactions made or performed, processed or effected through DuitNow QR Services and/or Application in a timely manner and on a regular basis.

4.2 Should the Customers have any reason to believe that instruction has not been accurately or completely received by BMMB; the Customers shall officially and immediately inform BMMB by any means without delay after transmission of the relevant Instruction(s).

4.3 BMMB will NOT carry out Instructions to revoke and/or reverse successful DuitNow QR payments. Should Customers have any queries in regard to QR Payments received, 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 BMMB reserves the right at its discretion to refuse to carry out any of the Customers' instructions where the Customers' instructions are inconsistent with BMMB's policy or laws or for any other reasons.

4.5 Where the Customers give Instructions to BMMB to effect transactions in relation to DuitNow QR Services, the Customers shall provide accurate and complete details as required by 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 DuitNow QR Services is intended to be available 7 days a week, 24 hours a day. Customers acknowledge that there may be:

(i) Daily downtime where BMMB carries out maintenance over its systems and equipment; and/or (ii) Occasional downtime due to any other unforeseen interruption beyond BMMB's control.

5.2 BMMB shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, 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.

#### 5.4 Provision of Reconciliation Information

BMMB shall make available to the Merchant the following minimum information, for the purpose of facilitating the Merchant's reconciliation processes and accounting for payment of receipts and fees:

- 5.4.1 Reference No. or Business Message Identifier;
- 5.4.2 Payer's name;
- 5.4.3 Recipient Reference;
- 5.4.4 Other Payment Details, where applicable;
- 5.4.5 Transaction amount;
- 5.4.6 Transaction date and time;
- 5.4.7 Merchant name;
- 5.4.8 Account type;
- 5.4.9 Gross total transaction value;
- 5.4.10 Total transaction volume; and
- 5.4.11 Total fees/ commissions charged

5.5 BMMB shall deliver to the Merchant, the information described in Clause 21.1, at the minimum in the following manner:

- 5.5.1 Mobile application.
- 5.5.2 Internet banking.
- 5.5.3 Data files or electronic files.
- 5.5.4 Statements and/or e-statements; or
- 5.5.5 Reports, either electronic or in hardcopies.

#### 6. CONFIDENTIALITY

6.1 The Customer shall treat any information it receives or possess as a result of these Terms and Conditions, as confidential and will not use such information other than for the purposes which it was given.

6.2 Clause 6.1 shall not apply to information which:

- 6.2.1 Is or has at the time of use or disclosure become public knowledge without any breach of these Terms and Conditions by the parties.
- 6.2.2 Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
- 6.2.3 Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential.

- 6.2.4 Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under these Terms and Conditions.
- 6.2.5 Is independently developed by a party without reference to or use of the other party's Confidential Information; or
- 6.2.6 Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.

#### 7. DISCLOSURE OF CUSTOMERS' INFORMATION

7.1 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 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 BMMB's group of companies (where applicable); (v) in relation to a due diligence exercise approved by the board of directors of 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 BMMB which are outsourced; (vii) necessary to complete a transaction; (viii) to other entities within 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 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 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 BMMB shall use its best endeavors to ensure that all information transmitted or received using DuitNow QR Services is secure and cannot be accessed by unauthorized third parties, BMMB does not warrant the security of any information transmitted or received by the Customers using DuitNow QR Services.

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

#### 8. LIMITATION OF LIABILITIES

8.1 The Customers acknowledge that BMMB and its affiliates make no warranties of any kind with respect to DuitNow QR 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) BMMB Group and its affiliates expressly disclaims liability with respect to any delays, failure or error in the Customers' use of the DuitNow QR 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), BMMB group 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 DuitNow QR services and/or application.

8.3 Due to the nature of DuitNow QR 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) 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 DuitNow QR 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.

8.4 For erroneous payment, mistaken, unauthorised and/or fraudulent payment that cannot be fully or partially recovered, the amount that cannot be recovered (referred to as "Unrecoverable Loss"), the party causing or who could have reasonably prevented the Unrecoverable Loss will be liable to bear that loss.

8.5 If, after completing its investigations, BMMB has reasonable grounds to believe that the Merchant caused could have reasonably prevented the Unrecoverable Loss, BMMB shall notify the Merchant and shall have the right to freeze funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall be no more than the amount of the Unrecoverable Loss.

8.6 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, BMMB shall not be prevented from taking legal action against the Merchant to make good the Unrecoverable Loss to the extent permitted by law.

8.7 BMMB shall fully refund DuitNow QR fees incurred for erroneous, mistaken, unauthorised and /or fraudulent payment, if the error was not due to the Merchant except in situations where the Merchant decides to partially refund an overpayment. If the Merchant opts to partially refund overpayments to the Customer, the Merchant shall bear the transactions fees for executing the refund.

#### 9. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

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

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

9.3 The Customers' usage of DuitNow QR 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 DuitNow QR Services and/or Application

provided thereunder without the express written approval of BMMB. In addition, the Customers' usage of DuitNow QR 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 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 DuitNow QR 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 BMMB. The Malaysian Sales & Services Tax (SST) will be imposed on all service charges or transaction fees charged by BMMB to the Customers under these Terms and Conditions and the Customers agrees to pay BMMB the SST amount as and when notified by 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 DuitNow QR 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 BMMB reserves the right to debit the Merchant's relevant Account(s) for any amounts and any Government charges or taxes payable because of the use of DuitNow QR Services.

#### 11. INTERNATIONAL USE

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

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

#### 12. GENERAL

12.1 The Customers hereby agree to examine all BMMB's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through DuitNow QR Services and/or Application regularly and in a timely manner and the Customers hereby undertake to notify 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 in providing 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 BMMB on or for the next business day following the date of the Instruction.

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

12.4 The provisions of 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 DuitNow QR 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, BMMB may at any time, suspend or terminate the Customers' right of access to DuitNow QR 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 DuitNow QR Services and/or Application and its users where BMMB deems appropriate.

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

13.3 Voluntary Exit from DuitNow QR: The Customer has the option to terminate their access to DuitNow QR by giving fourteen (14) days written notice to BMMB prior to the termination date.

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

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 BMMB on the Customers' behalf.

#### 14. INDEMNITY

14.1 The Customer hereby agree to be liable for and to fully indemnify and keep 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 DuitNow QR 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) BMMB discharging a mandate provided by the Customers. (viii) BMMB carrying out instructions provided by the Customers via any of their Access Codes; (ix) BMMB enforcing its rights against the Customers; or (x) 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 BMMB; (ii) a proven weakness or vulnerability in the security features and controls adopted by BMMB; (iii) transaction(s) that occurred after 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 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 DuitNow QR Services and/or Application are required under these Terms and Conditions, to be given by BMMB in any one of the following manners: (i) By ordinary post to the Merchant's last address in 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 BMMB's records and such notification shall be deemed received twenty-four (24) hours after sending. (iii) By being displayed on 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 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 BMMB deems fit.

#### 16. FORCE MAJEURE

16.1 BMMB shall not be liable to the Merchant for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under these Terms and Conditions for reasons which could not be reasonable diligence be controlled or prevented by the Crediting Participant, including but not limited to, strikes, acts of God, acts of nature, acts of government not limited to movement control order fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

#### 17. SEVERABILITY AND WAIVER

17.1 If any Terms and Conditions 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 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 BMMB to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

17.2 BMMB may change the terms of these Terms and Conditions at any time in writing and such change shall take effect from the date specified in the notice.

17.3 Any provisions herein cannot be waived in writing signed by the party granting the waiver.

#### 18. VARIATION

18.1 The Customers acknowledge that (among others) to ensure the improvement, smooth and efficient provision of DuitNow QR Services, 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 DuitNow QR Services and/or Application (i.e. procedure for registration and activation Customers, etc.); and (ii) The trade or service names used in relation to DuitNow QR Services and/or Application as referred to in these Terms and Conditions. Notwithstanding the same, the Customers hereby agrees that pending actual changes being affected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to DuitNow QR 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. CREDITING TO THE MERCHANT

19.1 BMMB are required to credit the Merchant's Account with funds from incoming Payment Instructions and make the incoming funds available for the Merchant' unencumbered use immediately except for situations where the Merchant has specifically agreed for delayed or batched posting.

19.2 BMMB must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to the Merchant, except for situations where the Merchant has specifically agreed in writing that fees can be deducted from Payments Instructions.

#### 20. COMPLAINTS

20.1 If the Customers have any enquiries or require any assistance, please refer to our helpdesk at +603- 26005500. In addition, the Customers are advised to review our Privacy Policy, Security Statement and Client Charter in the i-Muamalat website.

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

20.3 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 BMMB and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with BMMB's complaints and dispute resolution procedure.

20.4 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 BMMB in relation to false or fraudulent complaints or claims.

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

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

#### 21. REPRESENTATION & WARRANTY

21.1 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in Clause 6, the disclosure of fees and charges contained in these Terms and Conditions; and any technology or know-how related to the service or the performance of this Terms and Conditions.

21.2 The Merchant agrees to comply with laws relating to personal data including but not limited to Personal Data Protection Act 2010 (PDPA 2010) of which it is bound and shall not do any act that will cause the Crediting Participant, Debiting Participant and the DuitNow QR Owner & Operator to breach any personal data protection laws.

#### 22. 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 DuitNow QR 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.

#### 23. DISCLAIMER

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

23.2 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 DuitNow QR Services and/or Application and the material, information and/or functions therein. Further, BMMB does not warrant that access to the whole or part(s) of DuitNow QR 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), 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 BMMB, reasonable measures will nevertheless be taken by BMMB to ensure the accuracy and validity of all information relating to transactions and products of BMMB which originate exclusively from BMMB.

23.3 The DuitNow QR Owner & Operator and BMMB shall not be liable for any claims, actions, demands, costs, expenses, losses, & damages (actual & consequential) including legal costs that are incurred or suffered by the Merchant arising out of or caused by BMMB in connection with the operations and services provided by BMMB in the services. The Customers agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with BMMB.