BANK ISLAM CREDIT CARD-i TERMS & CONDITIONS

Effective 21 November 2026

1. Overview

The Terms and Conditions herein shall apply to all cards and supplementary cards issued by Bank Islam Malaysia Berhad ('the Bank'). Customers are advised to read and understand this Terms and Conditions before agreeing to subscribe for any product or services and/or participate in any campaigns and promotions.

2. Definitions

In these Terms and Conditions, where the context so admits the following words shall have the meanings set out against them: -

'At Not On-Us Merchant'	Any transaction in which the acquirer and the issuer are not the same member.
'At On-Us Merchant'	Any transaction in which the acquirer and the issuer are the same member.
'Authorised Cash Outlets'	Any bank, ATM or outlet which are authorised to accept Mastercard or Visa or any other brand owners of which the Bank is a member for cash withdrawal.
'Authorised Merchant'	The establishments supplying goods and/or services and accept the Card-i as a form of payment.
'Availability Period'	The period not exceeding the tenure of the BIC-i Facility whereby the monies in the BIC-i Marginal Account are made available for utilization by the Cardmember.
'Bank's Purchase Price'	The amount payable or paid by the Bank to the Commodity Seller.
'Bank's Sale Price'	The respective sale price payable by the Cardmember to the Bank which shall comprise the Bank's Purchase Price and the profit of the Bank under the BIC-i Facility.
'BIC-i Marginal Account'	The financing payable account of the Cardmember with the Bank into which the Proceeds from the sale of the Commodities to the Commodities Purchaser will be credited and to be utilized by the Cardmember in accordance with these Terms and Conditions.
BIC-i Facility	Refers to the facility offered by the Bank to the Cardmember for utilization subject to the Terms and Conditions contained herein.

'Card-i'	Bank Islam Mastercard Card-i or Visa Card-i or other Credit Card-i to be issued by the Bank including Supplementary Card-i which is to be operated in accordance with these Terms and Conditions.
'Cardmember'	Refers to the person to whom the Card-i is issued and whose name is embossed on the Card and whose signature appears thereon as an authorised user and may include a "Supplementary Cardmember".
'BIC-i Facility Statement'	The monthly statement issued by the Bank to the Cardmember which shows inter alia the transactions posted to the BIC-i Marginal Account.
'Cash Withdrawal'	cash withdrawn from any bank, ATM or outlet which are authorised to accept Mastercard or Visa or any other brand owners of which the Bank is a member;
'Commodities'	Any commodity traded at any trading platform approved by the Bank (excluding gold and silver) or any other commodity or asset in each case provided that such commodity or asset is acceptable to the Bank.
'Commodities Purchaser'	Any third party, other than the Commodity Seller, to whom the Bank shall sell the Commodity on behalf of the Cardmember.
"Commodities Seller'	any third party from whom the Bank shall purchase the Commodity to sell it to the Cardmember.
'Confirmation of Transactions'	The respective Confirmation of Transactions relating to the Cardmember's purchase and sale of the Commodities issued, upon the request of the Cardmember, by the Bank to the Cardmember confirming the sale of the Commodity to the Cardmember and to the Commodities Purchaser.
'Event of Default'	Any of the events specified in Clause 21 hereof.
'Halal goods and services'	Goods and services that are acceptable and in line with the Shariah requirement.
'Indebtedness'	The Bank's Sale Price or any part thereof outstanding and allother monies whatsoever including but not limited to fees, costs (including legal costs on a solicitors and client basis),charges and expenses due and payable to the Bank under these Terms and Conditions.

'Mastercard'	Mastercard Worldwide incorporated and organized under the laws of the State of Delaware, United States of America and having its principal office at 2000 Purchase Street, Purchase NY 10577 of which the Bank is principal member.
'Members Banks'	financial institutions that are members of MastercardWorldwide or Visa International or any other brand owners of which the Bank is a member.
'Month'	A Gregorian calendar month.
'Payment Due Date'	The date stated in the BIC-i Facility Statement by which the Minimum Payment Due or such other amount stated therein.
'PIN'	Personal identification number of the Cardmember or the Supplementary Cardmember.
'Profit Margin'	the difference between the Bank's Sale Price payable herein and the Bank's Purchase Price and the method of recognition of the profit margin as the Bank's income shall be in accordance with the Bank's accounting policy prevailing at the material time.
'Proceeds'	the amount payable to the Cardmember on the sale of the commodities to any third party by the Bank as an agent for the Cardmember which the amount also constitutes the BIC- i Facility Limit.
'Purchase Agent'	The Bank acting as a purchase agent on behalf of the Cardmember.
'Bank Purchase Price'	Amount payable or paid by the Bank to the Commodity Seller
'Ringgit Malaysia'	The lawful currency of Malaysia and relate to all payments to be made under these Terms and Conditions.
'Sale Agent'	The Bank acting as a sale agent on behalf of the Cardmember.
'Supplementary Card-i'	The Card-i issued by the Bank to a Supplementary Cardmember.

'Supplementary Cardmember'	any person nominated and authorized by the Cardmemberto use the supplementary Card-i and agreed to be bound by these Terms and Conditions.
'Tax'	All amounts specified or payable under this Terms and Conditions are exclusive of any applicable taxes and subject to Sales and Service Tax (SST).
'Tawarruq'	The purchase of a commodity (i.e. the subject matter of Tawarruq) on deferred payment basis by way of either Bai' Musawamah or Bai' Murabahah. The Commodities is then sold for cash to a party other than the original seller.
'Visa'	Visa International Service Association, a company incorporated in the State of Delaware, with its principal office at 900 Metro Centre Boulevard, Foster City, State of California 94404, United States of America of which the Bank is principal member.

3. Interpretations

(a) Words and expressions denoting the singular number only shall include the plural and vice versa and words and expressions denoting the masculine gender only shall include the feminine and neuter gender.

(b) Reference to clauses and schedules shall unless otherwise expressly provided be references to Clauses of and the Schedules to these Terms and Conditions.

(c) The headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing the provisions of these Terms and Conditions.

4. Mechanics of the BIC-i Facility

The BIC-i Facility is offered by the Bank under the Shariah concept of Tawarruq. The Cardmember will obtain the facility amount in the following manner: -

(a) Purchase of the Commodities by the Cardmember from the Bank

Pursuant to the appointment of the Bank as Purchase Agent under which the Cardmember appoints the Bank as its agent to purchase Commodities from the Bank basis at an agreed Bank's Sale Price, the Bank shall enter into a Murabahah transaction with the Cardmember whereby the Cardmember shall pay the Bank's Sale Price on a deferred payment basis.

(b) Sale of the Commodities by the Cardmember through the Bank as its agent

Pursuant to the appointment of the Bank as Sale Agent where the Cardmember appoints the Bank as its agent to sell the Commodities for the purpose of realizing the proceeds, the Bank will sell the Commodities to the Commodities Purchaser on a spot

payment basis. The proceeds, which shall be equivalent to the amount of the BIC-i Facility, will be credited into a BIC-i Marginal Account.

(c) Confirmation of Transactions

Upon conclusion of the sale of the Commodities to the Commodities Purchaser, the Bank, upon

the request of the Cardmember, will issue the Confirmation of Transactions.

(d) Taking delivery of Commodities

The Cardmember has an option to take delivery of the Commodities subject to all the costs and expenses in relation thereto shall be borne entirely by the Cardmember.

(e) Ibra' (rebate)

The Bank may grant Ibra*'* (rebate) on part or the entire profit portion from the outstanding Bank's Sale Price to the Cardmember upon full settlement and cancellation of BIC-i Facility.

5. Agency

(a) Scope of Agency

(i) The appointment of the Bank as the Cardmember's Purchase Agent and Sale Agent shall be unconditional and irrevocable. The Bank, as the Cardmember's agent, shall act on the Cardmember's behalf so as to conclude the Cardmember's purchase of the Commodities from the Bank and to act on the Cardmember's behalf so as to conclude the Cardmember's sale of the Commodities to the Commodities Purchaser.

(ii) The appointments of agency shall be effective from the date of the appointments and shall apply to and be sufficient for any renewal or variation to the limit of the BIC-i Facility.

(iii) The Bank is hereby authorized to execute and deliver any documents or instruments which is necessary by the Bank for the performance of its obligations in connection with the matters set out in Clause 4.

(iv) The Bank shall use its reasonable endeavours to ensure that the proceeds of sale of the Commodities shall not be less than the Bank's Purchase Price.

(v) Without prejudice to the generality of Clause 5, the Cardmember acknowledges that under the arrangements the Bank has with the Commodities Purchaser or any other suppliers or third party counterparties, the Bank may be required to (and the Cardmember agrees that the Bank may) disclose it is acting as the Cardmember'sagent and to name the Cardmember as its principal.

(vi) The Cardmember undertakes to establish and maintain an account or accounts with the Bank which the Bank is authorized to operate on behalf of the Cardmember (if applicable).

(vii) The Bank acknowledges and confirms that all amounts of Proceeds to the Cardmember in respect of the disposal of the Commodities as contemplated in Clause 5 shall be credited in the Cardmember's BIC-i Marginal Account and the Cardmember shall do all things necessary to effect the provisions of this Terms and Conditions.

(b) Extent of Agency

(i) In connection with its powers, discretions, authorities and duties under this Terms and Conditions, the Bank shall act solely as the agent of the Cardmember on arestricted limited basis (i.e. as agent on a deal-by-deal basis) to the extent expressly provided herein and shall not otherwise be regarded as agent for andon behalf of the Cardmember in any other respect whatsoever.

(ii) The appointment of the Bank under the appointment of the Bank as Purchase Agent shall be effective from the date of the appointment of the Bank as Purchase Agent and shall apply to and be sufficient for any renewal or variation to the limitof the BIC-i Facility.

(iii) The appointment of the Bank under the appointment of the Bank as Sale Agent shall be effective from the date of the appointment of the Bank as Sale Agent and shall apply to and be sufficient for any renewal or variation to the limit of the BIC-i Facility.

(c) Brokerage Fees and Expenses

To the extent that any of the expenses, fees and commissions have not been ascertained and invoiced to the Bank by the Commodities Purchaser by the time that the Cardmember incurs the obligation to make the payment of the Bank's Sale Price in accordance with this Terms and Conditions, then such expenses, fees and commissions shall become due and payable by the Cardmember to the Bank upon the Bank receiving the appropriate invoice therefore from the Commodities Purchaser, as relevant, and upon the Bank then providing the appropriate invoice therefore to the Cardmember.

6. Payment of The Bank's Sale Price

(a) The Bank's Sale Price or such part thereof remaining unpaid shall be paid by the Cardmember in accordance with the BIC-i Facility Statement issued by the Bank on the Payment Due Date or in such other amount as stated therein in the BIC-i Facility Statement. The amount as stated in the BIC-i Facility Statement to be due and payable by the Cardmember to the Bank shall in the absence of manifest error be conclusive evidence that such amount is due and payable by the Cardmember to the Bank. All payments made by the Cardmember pursuant to BIC-i Facility Statement shall be deemed to be payments made towards the satisfaction of the Bank's Sale Price or such part thereof remaining unpaid under this Terms and Conditions.

(b) Notwithstanding the provision of Clause 6(a), upon receipt of the BIC-i Facility Statement, the Cardmember shall pay to the Bank the Minimum Payment Due or up to the outstanding balance on or before the Payment Due Date as stated in the BIC-i Facility Statement.

(c) All payments to the Bank must be made in the billing currency as stated in the BIC-i Facility Statement. Payment by the Cardmember shall not be considered to have been made until the relevant payments have been received for value by the Bank. All payments via outstation cheques shall include the relevant Inland Exchange Commission, where applicable. Failure to include such commission shall entitle the Bank to debit the Cardmember's account for the same.

(d) Where the Card-i is operated as a charge card and payment of the full amount of the current balance is required to be made on monthly basis, the Minimum Payment Due shall be the total current balance stated in the BIC-i Facility Statement.

(e) Notwithstanding any other provision herein, the Bank shall have the right to apply all or any such payment in such other manner towards the satisfaction of remaining unpaid amount under the BIC-i Facility.

7. Acceptance of BIC-i Facility

(a) Before the Cardmember signs and/or uses the Card-i, the Cardmember is to first read these Terms and Conditions as the Cardmember's use or acceptance of the Card-i will be governed by these Terms and Condition. The Cardmember's use of the Card-i and the acceptance of BIC-i Facility Statements sent to the Cardmember by the Bank shall be conclusive evidence of a binding contract between the Cardmember and the Bank, and the said evidence can be used in any Court of Law in the event of dispute.The Cardmember accepts responsibility of charges incurred when using the Card-i including retail purchases, cash withdrawal, balance transfer, installments, and any other types of charges. The Cardmember accepts responsibility for the financing limit extended and/or made available either to the Cardmember or to the SupplementaryCardmember.

(b) The Cardmember shall ensure that the Cardmember's signature on the Card-i shall be the same as the one on the application form. The Cardmember's signature on any sale draft, transaction record, credit voucher and/or other charge record of transaction shall constitute binding and conclusive evidence of the Cardmember agreeing and accepting the charges. However, the absence of the Cardmember's signature in anyelectronic or telephone or mail address orders and/or transaction does not negate the Cardmember's liability of such transactions. The Cardmember hereby irrevocably agrees that so long as the Card-i was transacted in any electronic or internet or telephone or mail orders and/or transaction, the Cardmember shall be liable and shall the use of the Card-i as stated above constitute binding and conclusive Evidence of the Cardmember agreeing and accepting the charges.

8. Acceptance of the Card-i

(a) In consideration of the Bank issuing the Card-i to the Cardmember and Supplementary Cardmember (if any), the Cardmember and the Supplementary Cardmember agree to abide by the Terms and Conditions herein contained including but not limited to the Terms and Conditions stipulated in the Card-i Application Form and any other Terms and Conditions as the Bank may impose from time to time.

(b) The use of the Card-i is restricted to the Cardmember to whom the Card-i is issued for the use at Authorised Merchants, authorized to accept Mastercard or Visa or any other brand owners of which the Bank is a member as a mode of payments. The Cardmember shall sign at the back of the Card-i immediately upon receipt of the Card-i.

(c) The Cardmember shall not permit or authorise any third party to use the Card-i and shall not transfer or otherwise part with the control or possession of the Card-i nor use it for any purpose unauthorised by the Bank.

(d) In the event that the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall destroy the Card-i by way of cutting the magnetic stripe and the chip and return immediately to the Bank with a written notice that he is returning the Card-i for cancellation and shall thereafter settle the Sale Price or any part thereof remaining unpaid under these Terms and Conditions together with any amounts outstanding in his BIC-i Marginal Account.

9. Usage of the Card-i

(a) The Cardmember shall be liable to the Bank for all transactions effected by the Cardmember and/or the Supplementary Cardmember using the Card-i and for all related fees billed to the BIC-i Marginal Account.

(i) To effect a credit purchase from any Authorised Merchant, the Cardmember must sign on a Sales Draft prepared by the Authorised Merchant or key in the PIN at the Authorized Merchant's sales terminal;

(ii) To effect a Cash Withdrawal using the Card-i from any Authorised Cash Outlet, the Cardmember shall sign on a Cash Withdrawal Draft prepared by the Authorised Cash Outlet or key in the PIN at the Authorised Merchant's sales terminal;

(iii) To affect a Cash Withdrawal through ATM, the Cardmember shall use his PIN to gain access to his BIC-i Marginal Account.

(b) Notwithstanding the provision set out in clause 9(a) above, the Cardmember hereby authorises the Bank to purchase his unsigned sales drafts and to debit his BIC-i Marginal Account for the payments made by the Bank to the Authorised Merchant or Members Banks if the Bank is of the opinion that based on relevant documentary evidence, the omission is due to the nature of the transaction, technical issue or due to an oversight on the part of the Cardmember and/or the Authorised Merchant and/or the Members Banks .

(c) The Bank shall be entitled to treat the Bank's record of any transaction effected by the use of the Card-i including but not limited to transactions effected by electronic commerce, mail order, via the telephone or at specific point of sales terminal including but not limited to transactions at petrol kiosk and/or through such other modes that may be introduced/implemented from time to time as evidence of debt properly incurred by the Cardmember to be debited to the BIC-i Marginal Account not withstanding that any such record may not contain the signature of the Cardmember.

(d) Cardmembers are advised to observe Shariah compliance rules and principles while using the Card-i. The Card-i shall not be used at non-halal merchants categorized under prohibited Merchant Category Codes (MCCs) as published on the Bank's official website from time to time at https://www.bankislam.com/non-halal-merchant/.

(e) The use of the Card-i to affect cash withdrawal shall be limited to available BIC Facility limit .

(f) If the Cardmember uses the Card-i to purchase good and/or services through online internet sites or portals, the Cardmember shall be solely responsible for the security of such use at all times. The Cardmember agrees that the entry of the Card-i information on the internet shall be sufficient proof of the authenticity of such instructions. The Bank shall not be liable for acting on such use of the Card-i regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the timeof the transaction. However, the Bank reserves the right to not carry out any such transaction over the internet if the Bank has any reason to doubt its authenticity or if inits opinion it is unlawful or otherwise improper to do so or for any other reason.

(g) Where the Cardmember operates two or more Cards, a combined BIC-i Facility amount shall be assigned by the Bank to the BIC-i Marginal Account representing the total BIC-i Facility amount extended to cover the use of all Cards held by the Cardmember and the Supplementary Cardmember, if any.

(h) The Bank shall not be liable for any act or omission on the part of the Authorised Merchant including refusal by the Authorised Merchant to honour the Card-i or any defect or deficiency in any goods or services provided by the Authorised Merchant.

(i) The Cardmember shall resolve all complaints, claims and dispute against the Authorised Merchant directly and not through the Bank. The Cardmember undertakes not to enjoin the Bank in any such claim and/or dispute or legal proceedings against the Authorised Merchant.

(j) Any claim/dispute which the Cardmember may have against the Authorised Merchant shall not relieve the Cardmember of the obligation to pay the Bank the amount incurred arising from the use of the Card-i by the Cardmember and/or the Supplementary Cardmember as stated in the BIC-i Facility Statement.

(k) The Cardmember is not allowed to use the BIC-i Facility upon the expiry of the Availability Period unless a new Tawarruq transaction is entered into between the Bank and the Cardmember.

(l) Subject to the Terms and Conditions of the BIC-i Facility, the Cardmember may utilize the monies available in the BIC-i Marginal Account from time to time subject to the BIC-i Facility amount.

(m) When the Cardmember is using BIC-i at self-service pump (automated fuel dispenser), the pre-authorization amount of RM200 will be temporarily held from the BIC-i account.The exact transaction amount will be charged and any extra held amount (if any) will be returned into the same account within 3 working days from the transaction date.However, the pre-authorization is not applicable when Cardmember is paying using BIC-i at the counter.

(n) The Cardmember should not write down the PIN number or kept it in close proximity which could be easily taken/stolen/lost with the Card-i

(o) The Cardmember should not use birth date, identity card, passport, driving license ortelephone numbers as PIN number

(p) The Cardmember agrees to abide the Terms and Conditions for the use of the Card-i.

10. Supplementary Card-i

(a) At the request of the Cardmember, the Bank may issue a Supplementary Card-i to a person nominated by the Cardmember under his BIC-i Marginal Account.

(b) The Cardmember shall be responsible and liable for all liabilities, obligations and charges incurred by the Cardmember and/or the Supplementary Cardmember(s) under his BIC- i Marginal Account. The Bank shall not hold the Supplementary Cardmember(s), jointly or severally liable for debts of the Principal Cardmember or the other SupplementaryCardmembers. Further, the Cardmember shall be liable to ensure that his Supplementary Cardmember(s) shall observe all terms, conditions and obligations herein set out.

(c) The Supplementary Card-i issued may be cancelled by written notice to the Bank from the Cardmember and returning the Card-i to the Bank after, cutting the magnetic stripeand the chip. Notwithstanding any earlier notice of the Cardmember's intention to cancel or terminate the use of the Supplementary Card-i, the Cardmember shall be andremain liable for any transaction (authorised or unauthorised) effected through the use of the Supplementary Card-i up to the date the same is returned to the Bank by the Cardmember.

(d) The validity of the Supplementary Card-i is dependent on the validity of the Card-i. Upon termination of use of the Card-i or the termination of these Terms and Conditions and/or the other Security Document for whatever reason, the Supplementary Card-i issued there under shall also be terminated.

11. Overseas Transactions

(a) The Cardmember may use the Card-i outside Malaysia with the Authorised Merchants and at the Authorised Cash Outlets but the Cardmember shall inform the Bank eachtime the Cardmember is traveling or intend to travel outside Malaysia.

(b) The Cardmember may use the Card-i for cash withdrawal at any designated ATMs of the Bank and ATMs of other participating Members Banks.

(c) Where the Cardmember uses the Card-i outside Malaysia, the transaction shall be charged in the official currency of the country concerned and will be converted to Ringgit Malaysia based on the prevailing exchange rate on the date the transaction is received and/or processed, plus 1.25% conversion fee on the converted Ringgit Malaysia amount. The prevailing exchange rate is as determined by Mastercard International or Visa International or any other brand owners of which the Bank is a member.

(d) Wherever applicable, the Cardmember shall authorise the Bank to take such steps to comply with the relevant Foreign Exchange Administration Rules issued by Bank Negara Malaysia in respect of any overseas transaction.

12. Contactless Payment

The Card-i with contactless function is working at participating Authorised Merchants with contactless acceptance for up to a maximum of RM250 per transaction or RM2,000 per day for retail transaction where no signature is required. However, for purchases more than RM250, Cardmember's signature/PIN is required, whichever is applicable.

13. BIC-i Marginal Account

(a) The Bank shall maintain a BIC-i Marginal Account for the Cardmember and the Supplementary Cardmember for each Card-i held and all transactions effected by the use of the Card-i and any other fee shall be debited to the BIC-i Marginal Account.

(b) In the event that the BIC-i Facility is cancelled/terminated, the BIC-i Marginal Account shall be closed and the credit balance after deduction of any outstanding balance, monies, fees and all charges whatsoever under BIC-i Facility shall be made payable to the Cardmember.

14. Possession of the Card-i

The Card-i remains the property of the Bank at all times and the Cardmember shall return tothe Bank the Card-i, after cutting the magnetic stripe and chip, when requested to do so or if the use of the Card-i by the Cardmember is cancelled or suspended.

15. Lost/Stolen Card-i and Disclosure of PIN and Fraudulent Transaction

(a) The Cardmember shall use reasonable precautions to prevent loss, theft, disclosure of the PIN to an unauthorised person or unauthorised usage of the Card-i. Any loss, theft, disclosure of the PIN to an unauthorised person or unauthorised usage of the Card must immediately be reported by the Cardmember to the Bank's Contact Centre 03-26900900. Cardmember shall also notify the bank upon receiving transaction alert if the transaction is unauthorized.

(b) The Cardmember shall be liable for all charges and advances whatsoever arising from transactions, whether authorised or unauthorised, effected with the Card-i before the report is lodged in the prescribed form of the loss, theft, disclosure of the PIN to an authorised person or unauthorised use of the Card-i has been received by the Bank. The Bank's record of any transaction effected by the use of the Card-i shall be conclusive and binding against the Cardmember.

(c) Whenever a lost or stolen Card-i is retrieved, the Cardmember shall cut the magnetic stripe and the chip and subsequently returned the Card-i to the Bank. The Bank has the right to issue or not to issue a replacement Card-i to the Cardmember following the lost or theft.

(d) Cardmember shall be liable for card-present unauthorised transactions which require PIN verification or signature verification or the use of contactless Card-i, if Cardmember is found to have:

(i) acted fraudulently;
(ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Card-i;
(iii) voluntarily disclosed the PIN to another person;
(iv) writing down / recording the PIN on the Card-i, or on anything kept in close proximity with the card, and could be lost or stolen with the Card-i;
(v) left the Card-i or an item containing the Card-i unattended, in places visible and accessible to others, except at the Cardmember's place of residence. However

(e) You are responsible for losses resulting from fraudulent transactions if the Bank confirms that you:

(i) has committed fraud;
(ii) refuses to cooperate with the Bank in the investigation;
(iii) has disclosed banking information such as access identity (ID) and passwords to third parties;

(iv) failed to take reasonable safety measures to ensure that safety devices are always secure; or

(v) not reporting to the Bank immediately on any banking information leaks or the loss of security devices after becoming aware of the situation.

16. Suspension, Cancellation or Termination

(a) In addition to and without derogating any of the provisions stated herein, the Bank may terminate BIC-i Facility by issuing a written notice to the Cardmember with or without assigning any reason whatsoever, if the Bank has reason to believe that the Cardmember has misused the Card-i for any unlawful activities or breached any of the Terms and Conditions as set out herein. Following the termination thereof, the Bank shall cancel the Card-i irrespective of whether or not the Card-i is returned by the Cardmember to the Bank.

(b) The Cardmember may cancel and/or terminate the BIC-i Facility by cutting the magnetic stripe and the chip and return the Card-i immediately to the Bank with a written notice to effect such cancellation and/or termination. Thereafter, the Cardmember shall settle the Bank's Sale Price or any part thereof remaining unpaidunder this Terms and Conditions together with any amounts outstanding under the BIC-i Facility.

(c) The Cardmember hereby acknowledges that the Bank may include any Card-i (that has been cancelled or revoked) in the "Cancellation List" which may be circulated to all Authorised Merchants and/or all branches of the Bank.

(d) Upon termination of the BIC-i Facility, the Cardmember shall remain liable for any transaction (authorised or unauthorised) effected through the use of the Card-i to the date the Card-i is returned to the Bank by the Cardmember.

(e) Notwithstanding the Payment Due Date specified in the BIC-i Facility Statement, the whole outstanding balance in the BIC-i Marginal Account shall become final, due and payable upon the occurrence of the abovementioned events as stated in Clause 16 (a), (b), (c) and (d).

(f) Subject to any Terms and Conditions stated herein and/or except for any amount due and payable arising from the termination by the Bank for any antecedent breaches by the Cardmember and/or occurrence of any events as stated in Clause 21 (Events ofDefault), any obligations by the Bank and/or the Cardmember shall ceased to have any effect whatsoever.

(g) All further monies including all profit and other charges debited to the BIC-i Marginal Account after termination from the usage of the Card-i shall become immediately due and payable upon its entry into the BIC-i Marginal Account.

17. Fees and Charges

(a) The Cardmember agrees to pay and authorise the Bank to debit the monies available in his BIC-i Marginal Account for the fees and charges imposed (where applicable). The list of fees and charges can be referred at www.bankislam.com.

(b) The Cardmember agrees to pay all Legal fees (on solicitor and client basis) and other costs and expenses incurred by the Bank in enforcing any of its rights and entitlement under these Terms and Conditions and the recovery of the monies due and payable by the Cardmember to the Bank.

(c) The Cardmember agrees to pay any fees and other reasonable charges imposed by the Bank for the services and facilities provided to the Cardmember, some of which are subject to Tax.

(d) Notwithstanding the above provision and subject to the approval from Bank Negara Malaysia and Shariah rules and principles, the Bank may vary the rate of such fees and charges by issuing notice to the Cardmember including but not limited to posting such notice at the Bank'swebsite.

18. Issuance of Reminder

(a) The Bank shall be entitled to issue reminders to the Cardmember either by written noticeor through electronic means (if supported by the Cardmember phone operator) in respect of the Minimum Payment Due and the Payment Due Date each month, irrespective of whether or not the Cardmember has requested for the same and subject to the relevant terms and charges of the phone operator.

(b) The Cardmember is fully aware that any issuance of reminder may be delayed, stopped, and/or retracted due to technical glitch and/or other factor(s) affecting the relevant service provider(s), phone operator(s) and any other relevant entities.

(c) The Cardmember agrees that the Bank neither guarantees the delivery nor accuracy of the contents of each reminder and shall not be liable for losses or damages arising from:

(i) A non-delivery, delayed delivery or wrongful delivery of each reminder;

(ii) Inaccurate content of each reminder; or

(iii) The Cardmember's use or reliance on the contents of any reminder for anypurposes.

(d) The information in respect of any Reminder may be subject to certain time lags and/or delays. The features of any Reminder may at any time be varied or discontinued by the Bank with notice.

19. Telephone Monitoring and Recording

The Cardmember authorises the Bank to contact the Cardmember by telephone on matters related to the BIC-i Facility. The Cardmember agrees such calls from the Bank maybe unsolicited calls. From time to time the Bank may monitor and/or record the telephone calls between the Cardmember and the Bank. The Cardmember further agrees that monitoring and/or recording may be done and that no additional notice to the Cardmember or additional approval from the Cardmember is needed.

20. Representations and Warranties by the Cardmember

The Cardmember represents and warrants to the Bank as follows:-

(a) that these Terms and Conditions constitute the legal, valid and binding obligations of the Cardmember enforceable in accordance with its own terms and the obligations ofthe Cardmember thereunder do not contravene any legislation or regulation binding on the Cardmember;

(b) that there is no order of any court or any governmental agency or any provision of any existing agreement binding on the Cardmember or to which it is subject which would be contravened or breached by the execution delivery and performance of these Terms and Conditions;

(c) that no lawsuits or investigations by any governmental agency body or other regulatory authority or any other party are pending or are to be instituted against the Cardmember;

(d) that no violation of any provisions of legislation court orders judgment and others has been committed by the Cardmember;

(e) that there are no bankruptcy proceedings pending against the Cardmember;

(f) that the rights and obligations of the parties under these Terms and Conditions are governed by and construed in accordance with the laws of Malaysia;

(g) that the BIC-i Facility shall not be used for purposes contrary to the Shariah principles.

The accuracy and correctness of all matters stated in the representations and warranties in the foregoing paragraphs of this section hereof form the basis of the Bank's commitment to make available the BIC-i Facility to the Cardmember. If any such representation and/or warranty made at any time hereafter is found to have been incorrect in any material respect then and in such event and notwithstanding anything to the contrary in these Terms and Conditions contained therein the Bank shall have the right to terminate the BIC-i Facility or part or parts thereof.

21. Events of Default

Upon the occurrence of any of the following events at any time and regardless of whether the event is within or beyond the control of the Cardmember, the Bank may terminate the BIC-i Facility upon occurrence of any of the following events:-

(a) if the Cardmember fails refuses and/or neglects to pay the Minimum Payment due stated in the BIC-i Facility Statement for two (2) consecutive Payment Due Dates;

(b) if any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against the Cardmember;

(c) If the Cardmember is adjudicated bankrupt, dissolved, or insolvent, whichever is applicable, or bankruptcy proceedings are filed or instituted against the Cardmember;

(d) if the Cardmember dies or becomes insane or of unsound mind;

(e) if distress execution attachment or other legal proceedings are levied enforced or issued against all or any of the Cardmember's properties and any such proceedings are notdischarged or stayed;

(f) if after a credit check is performed the Bank is of the opinion that it is not in the interest of the Bank to continue to grant the BIC-i Facility to the Cardmember;

(g) if an event or series of events whether related or not (including, without limitation, any material adverse change in the business, assets or financial condition of theCardmember) has or have occurred which in the opinion of the Bank shall be final and binding (without giving any reasons or evidence) could or might affect or prejudice the ability or the willingness of the Cardmember to perform or to comply with all or any of his obligations hereunder;

(h) if the Cardmember uses the Card-i in excess of the Cardmember's BIC-i Facility;

(i) if the Cardmember fails to comply with any provisions set out in these Terms and Conditions;

(j) if the Cardmember commits or threatens to commit a breach of any of the terms conditions covenants stipulations or agreements herein expressed or implied in anyway whatsoever;

(k) if the Cardmember commits or threatens to commit a default under any of his contractual obligations with any other parties including the Bank with regards to his borrowing/financing whatsoever;

(l) if the whereabouts of the Cardmember is unknown to the Bank or if the Cardmember cannot be traced, contacted or located;

(m) If the Cardmember makes an assignment for the benefit of the creditors of the Cardmember or enters into or attempts to enter into an arrangement or composition forthe benefit of his creditors or allows any judgment to remain unsatisfied for a period of fourteen (14) days or more;

(n) if these Terms and Conditions shall be challenged with regards to validity by the Cardmember or any other person;

(o) if the Cardmember does not in the opinion of the Bank satisfactorily maintain any of hisaccounts with the Bank or any of its branches or any other entity associated with the Bank;

(p) if the Cardmember refuses or fails to disclose any information or provide any documentary evidence which is in the opinion of the Bank (which shall be final and binding) is required for the Bank to ascertain the financial position of the Cardmember;

(q) if there is recurring reported loss or mutilation of the Card-i;

(r) if there is an occurrence which in the opinion of the Bank (which shall be final and binding) is questionable or unexplainable or unlawful transactions involving the use of the Card-i;

(s) if it shall constitute a violation of any applicable law, regulation, government directiveor regulatory requirement for the Bank to continue to make available the use of theCard-i or of the BIC-i Facility to the Cardmember;

(t) if the Cardmember has been negligent in maintaining proper custody and control of the Card-i or of the PIN, or if the Cardmember has in the opinion of the Bank (which shall befinal and binding) by any act, omission or any other means permitted or enabled themisuse or the perpetuation of fraud relating to or in connection with the Card-i; or

(u) if the Cardmember terminates the use of the Card-i in accordance with these Terms and Conditions; the Bank shall have the right :-

(i) to terminate this BIC-i Facility whereupon the Bank's Sale Price or such part thereof remaining unpaid shall forthwith become due and payable to the Bank and to cancel or revoke the Card-i; or

(ii) to suspend or restrict the use of the Card-i by the Cardmember under the Cardmember's BIC-i Marginal Account; or

(iii) not to renew or replace the Card-i upon its expiry where upon these Terms and Conditions shall be terminated and the Bank's Sale Price or such part thereof remaining unpaid shall forthwith become due and payable to the Bank.

22. Acceleration of Payment

The Bank shall demand the acceleration of a lump sum or part of the total payment for settlement of the BIC-I Facility or the outstanding Bank's Sale Price by utilising the amount available under the Cardmemer's BIC-i Marginal Account during the tenure or after maturity of the BIC-I Facility in the event:-

(a) there is any circumstances which negate any representation made by the Cardmember;

(b) if any representation or warranty made or deemed made by the Cardmember proves to have been incorrect or misleading in any respect on or as of the date made or deemed made or if repeated at any time by reference to the facts and circumstancessubsisting at such time would not be accurate in all respects;

(c) if there is any breach of the Terms and Conditions of the BIC-i Facility; or

(d) of such other events that as communicated by the Bank.

23. Right of Consolidation and Set off

Following an event of default, the Bank may, upon 7 days notification to the Cardmember, combine consolidate or merge all or any of the Cardmember's account(s), whether current, investment or otherwise, with the liabilities to the Bank and the Bank may set off or transfer any sum standing to the credit of any such account in or towards the satisfaction of any of theCardmember's liabilities to the Bank.

24. BIC-i Facility Statement

(a) A BIC-i Facility Statement for the BIC-i Marginal Account shall be sent to the Cardmember on a monthly basis, free of charge, on a date determined by the Bank and hereinafter referred to as the Statement Date.

(b) The BIC-i Facility Statement in writing stating the amount payable by the Cardmember under this Terms and Conditions issued by or on behalf of the Bank thereof shall in the absence of manifest error be conclusive evidence that such amount is in fact due and payable by the Cardmember.

(c) The Cardmember must promptly review transaction alerts / Short Message Service (SMS) notifications and regularly check the account balance or statements. If any unauthorized transaction, error, or discrepancy is detected, it must be reported to the Bank immediately.

(d) All records and entries in the BIC-i Facility Statement shall be considered true, correct, and binding on the Cardmember unless the Cardmember informs the Bank in writing of any errors, discrepancies, and/or unauthorized and fraudulent transactions (if any) in the BIC-i Facility Statement no later than fourteen (14) days from the date of the BIC-i Facility Statement.

25. Indemnity

In the event the Cardmember breach any of the provision of this Agreement and/or Security Documents or commit any acts that may cause actions, proceedings, claims, demand andincurred any losses, damages, penalties and expenses to the Bank, the Customer shall at all times keep the Bank save, harmless and indemnified against all actions, proceedings, claims,demand, losses, damages, penalties and expenses (including legal costs and expenses incurred on a solicitor and client basis) except where such actions, proceedings, claims, demand, losses, damages, penalties and expenses were directly attributable to the Bank's gross negligence, wilful default or fraud.

26. Waiver

No relaxation, forbearance, indulgence, failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under these Terms and Conditions, or any security in favour of the Bank upon any default on the part of the Cardmember shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in any default affect or impair any right, power, privilegeor remedy of the Bank in respect of any other or subsequent default nor shall any single orpartial exercise of any right or remedy prevent any further or other exercise thereof or theexercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.

27. Time

Time wherever mentioned shall be of the essence of these Terms and Conditions.

28. Recitals and Schedule

The Recitals and Schedule herein shall be taken to be read and construed as an integral part of these Terms and Conditions.

29. Payment

a) A minimum monthly payment by you as a Cardmember shall comprise the following:

- 5% of the Statement Balance (excluding Monthly Instalment Program and Qard Balance) or RM50, whichever is higher; and
- Qard Balance (if any); and
- Overdue Minimum Payment (if any); and
- Monthly Instalment Program (include Balance Transfer, GoFlexi, GoCash and Installment Plan Program) (if any); and
- The outstanding balance if the outstanding balance is below RM50.

Note:

***Qard Balance**- Means an approved transaction resulting in excess of credit card usage above the financing limit on the request by the Cardmember and at the bank's discretion. Qard Balance can be calculated by deducting Statement Balance amount with the financing limit.*

***Overdue Minimum Payment**- Means the previous month total minimum payment which remains unpaid*

b) Default in payment

(i) The Cardmember is advised to make prompt payment for each payment period. Should the Cardmember only make minimum payment, the Cardmember may incur more profit charges and it will take longer period to payoff the balance.

(ii) In the event the Cardmember makes payment with an amount lower than the minimum payment due or omits to make any payment, the Bank shall be entitledto enforce all its rights as set out in clause 16 and 22.

(iii) In the event of default, the Cardmember will also need to bear additional fees and/or charges including but not limited to late payment fee, higher tiered profit charge and legal fees (if any)

c) Full Payment

(i) Notwithstanding anything to the contrary contained herein, it is hereby agreed that on the satisfaction by payment or otherwise of the indebtedness, all the provisions herein contained shall cease to be of any effect but without prejudiceto the Bank's rights and remedies against the Cardmember in respect of any antecedent claim or breach.

30. Reconstruction of the Bank and the Cardmember

The securities, rights, liabilities, obligations created by these Terms and Conditions shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of theBank and similarly the liabilities and/or obligations created by these Terms and Conditions shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise howsoever in the constitution of the Cardmemberand it is expressly declared that no change of any sort whatsoever in relation to or affecting the Cardmember shall in any way affect the security liabilities and/or obligations created here under in relation to any transaction whatsoever whether past, present or future.

31. Indulgence

The liability and obligations of the Cardmember shall not be impaired or discharged by reason of any time forbearance or other indulgences being granted by or with the consent of theBank to the Cardmember or to any person who or which may be in any way liable to pay anyof the monies secured hereby or by any other security in favour of the Bank or by reason of any arrangement being entered into or composition accepted by the Bank modifying the operation of law or otherwise the rights and remedies of the Bank under the provisions of these Terms and Conditions.

32. Variation of Terms

The Bank shall be entitled to vary or amend the terms and/or conditions of these Terms and Conditions subject to the Shariah rules & principles by giving 21 days notice in writing to the Customer and such amendments and variations shall have similar effect as those hereinbefore referred to in this Terms and Conditions and nothing herein shall be construed so as to restrict or curtail or prejudice any of the rights of the Bank herein to vary or amend the terms and/or conditions without the necessity to obtain the Customer's consent or confirmation.

33. Documents in Counterparts

This Terms and Conditions may be executed in any number of counterparts each of which when so executed and delivered shall be an original but all such counterparts shall together constitute but one and the same instrument.

34. Benefit to Assign, Successors, etc.

This Terms and Conditions shall be binding upon and enure to the benefit of the Bank and the Cardmember and their respective successors in title and assigns except that the Cardmember may not assign its rights or obligations thereunder or any interest therein without the prior written consent of the Bank but the Cardmember shall nevertheless remain liable forall its obligations hereunder in the event of any non-disclosure of any material fact pertainingto the Cardmember's assignment which if disclosed would affect the Bank's decision to agree to such assignment. All undertakings, agreements, representations and warranties given, made or entered into by the Cardmember under these Terms and Conditions shall survive themaking of any assignments thereunder.

35. Headings

The headings to the Articles and Clauses of this Terms and Conditions are for convenience of reference only and do not affect the construction and interpretation thereof.

36. Confidentiality

Subject to Clause 7, the contents of this clause and the transactions contemplated by Clause 8 shall be kept confidential by the parties for the duration of this Terms and Conditions and after it shall terminate save to the extent that any such matter shall become a matter ofpublic knowledge other than through the fault of the parties and save as required by an orderof a court of competent jurisdiction or a competent administrative authority.

37. Assignment

The Bank may assign and /or transfer all its rights, interest, benefits or obligation under any transaction under this facility to any company in the group of companies of which it is a member of its affiliates, with sufficient notice to the customer.

38. Law

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

39. Expenditure Incurred by the Bank for and on Behalf of the Cardmember

All monies expended by the Bank under these Terms and Conditions from time to time for and on behalf of the Cardmember and for its account shall be recoverable from the Cardmember and shall be repaid on demand.

40. Disclosure of Information

(a) The Bank will not reveal personal data of Cardmember including address, telephone number or email address to any external party other than parties listed below (the "Authorized Parties") other than for the purpose connected with the operation of theCardmember, unless the Bank has the Cardmember's permission, or is under either a legal obligation or any other duty to do so:-

(i) any officer, employee, agent or director of the Bank's Group which includes the holding company(s) of the Bank, its subsidiaries, associated companies, affiliates, representatives and branch offices;

(ii) relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers / Takaful operators or insurance / Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of the Bank and whom are under legal obligation to the confidentiality of Cardmember's information;

(iii) any actual or potential participants or assignee, novatee or transferee of the Bank'srights and/or obligations under any transaction between the Bank and the Cardmember (or any agents or professional advisers);

(iv) any rating agency or direct / indirect provider of credit protection to the Bank;

(v) any party as required by any law or any government, quasi-government, administrative, regulatory / supervisory body or authority, court or tribunal;

(vi) any credit reference agency that the Bank uses for credit assessment or credit review of Cardmember and parties related to the facilities provided by the Bank to Cardmember;

(vii) any financial crime references agencies, other financial institution and any of their respective agents;

(viii) Any security party, guarantor or collateral provider for Cardmember's facilities.

(b) The Cardmember hereby expressly consents to such disclosure and hereby confirms and declares that the terms contained therein shall be subject to the Privacy Statement in connection with the Personal Data Protection Act 2010 signed with the Bank and in the event of any inconsistency between the terms contained herein with the terms as setout in the Privacy Notice, the Terms and Conditions in the Privacy Notice shall prevail.

41. Anti-Money Laundering and Counter Financing of Terrorism

In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies, the Bank may:

(a) Be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and tradesanctions imposed by any regulator in any jurisdiction.

(b) Report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Bank may need or decide to disclose. Transactions impacted include those that may:

(i) involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;

(ii) be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or

(iii) involve persons or entities which may be the subject of sanctions.

(c) Intercept and investigate any payment messages and other full information or communications sent to or by the Cardmember or on behalf of the Cardmember andmay delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

(d) Take any action it believes to be necessary, which includes freezing funds, preventing operation of an account, refusing a request for funds from the Cardmember, not allowing Cardmember to use a product, or delaying or cancelling a transaction. The Bank need not notify the Cardmember until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its

duties or other obligations , caused in whole or in part by any steps taken as set out above.

(e) Not to accept any deposit of any money or cheques and or allow or carry out any other transaction including withdrawals of money in respect of Customer's account including but not limited to any transfers and telegraphic transfer of moneys from or to Customer's account if the Bank has a reason to believe or is made aware of by third parties or relevant authorities that the Customer's account is being used for or implicated in fraud,potential fraud, financial crimes, illegal activities, soliciting illegal financial investment schemes, money laundering or terrorism financing activities. The Bank too shall (subject to the extent permitted by law), reserves the right to close, freeze or otherwise deal with the Customer's account as necessary.

42. Changes in Circumstances

Notwithstanding any change in any applicable law or regulatory requirement which may become unlawful or to give effect to all or any of the Bank's obligations as contemplated by this Terms and Conditions, then, the Bank may cancel the BIC-i Facility upon giving sufficient notice to Cardmember and Cardmember shall upon demand pay the Indebtedness to the Bank.

43. Invalidity of any Provision

Any provision of these Terms and Conditions which is invalid, unenforceable or prohibited shall not affect the validity or enforceability of the other provisions of this Terms and Conditions.

44. Force Majeure

Notwithstanding any provision of this Terms and Conditions, the Bank shall not be liable for any failure on the part of the Bank to perform any obligation under these Terms and Conditions resulting directly or indirectly from the action or inaction of any governmental or local authority or any strike, boycott, blockade, act of God, civil disturbance or cause beyond the control of the Bank.

45. Ta'widh (Compensation)

Ta'widh (Compensation) will be charged on the day-5 after the Payment Due Date, if Cardmember failed to make the minimum monthly payments. It is hereby agreed that theCardmember shall pay the Bank, by way of Ta'widh (compensation), a fee of 1% of the total outstanding balance or RM5.00 whichever is higher, subject to a maximum of RM50.00.

46. Service for Legal Process Notices Etc

(a) Any demand notice request or legal process required or permitted to be given or made under these Terms and Conditions to the Bank or to the Cardmember shall be in writing and in the case of the Bank shall be under the hand of any Manager or any authorized officer of the Bank or a solicitor or firm of solicitors purporting to act for the Bank.

(b) Any such demand notice request or legal process shall be deemed to have been sufficiently given or made if sent by ordinary or registered post sent to the respective address of the parties hereto and shall be deemed to have been served on and duly received by the other party or parties after the expiration of five (5) days from the date it is posted or if delivered by hand or send by courier to the party to be served on his or its solicitors, on the day it was delivered.

(c) No change in the address of the Cardmember howsoever brought about shall be effective or binding on the Bank unless the Cardmember has given to the Bank actual notice in writing of the change of address and nothing done in reliance on this provision shall be affected or prejudiced by any subsequent change in the address of the Cardmember over which the Bank has no actual knowledge of at the time the act orthing was done or carried out.

47. Authorisation to Debit Account

The Cardmember agrees that the Bank, by giving sufficient notice shall have the right to debit the Cardmember's current or any other account(s) maintained with the Bank (including to liquidate account which give effects to premature redemption) for payment of any profit and/ or principal due and payable to the Bank, takaful contribution, fees, charges and any other monies due and payable under the Facilities, as stated in any Terms and Conditions, product disclosure sheet, the Bank's corporate website and/ or other means as communicated by the Bank from time to time.

48. Right to Outsource Debt Collection Function and Sell Non-Performing Financing (NPF)

The Cardmember hereby agrees that the Bank shall have the right to outsource debt collection function or sell or transfer non-performing financing (NPF) to any agencies, companies, licensed financial institutions or third party approved by the relevant authorities with sufficient notice to the Cardmember.

49. Death of the Cardmember

Without derogating and/or limiting the Bank's rights and remedies currently available under the BIC-i Facility and/or security documents, upon death of the Cardmember, the Cardmember's heirs or successors in title shall continue to make the payment of the outstanding BIC-i Facility amount based on the agreed terms until full settlement.

50. Taxes

(a) In the event the service rendered under these Terms and Conditions is a taxable service in which Tax would be applicable, the Bank reserves the right to charge the Tax at the prevailing rate (as required by the applicable law at the material time) and that the Cardmember shall pay the said Taxes amount.

(b) The avoidance of doubt, Tax out-of pocket expenses incurred and any other fees, expenses or recourse whatsoever in respect of the BIC-i Facility shall be borne by the Cardmember.

51. Others

(a) Notwithstanding anything stated herein, there should be any discrepancy (ies) between written statement/confirmation and verbal statement/confirmation, written statement/confirmation shall prevail.

(b) Cardmember must promptly inform the Bank of any changes or updates to the Cardmember contact details to ensure that all correspondence and transaction alerts / Short Message Service (SMS) notifications are received by you in a timely manner.

(c) The Cardmember required to verify the authenticity of messages sent by the Bank and report to the Bank if any such messages are found to be fraudulent.

(d) The Cardmember is also responsible for reading the security tips or warnings displayed on Bank Islam's website or on BIMB Mobile or BIMB Web, including the privacy policy statement, before providing any confidential information to the Bank or any third party.

(e) The Cardmember shall be responsible for any losses arising from fraudulent transactions if Bank Islam confirms that you:

i. Has committed fraud.
ii. Refuses to cooperate with the Bank during an investigation.
iii. Has disclosed banking information such as access identity (ID) and password to a third party.
iv. Fails to take reasonable security measures to ensure that security devices are always kept safe; and
v. Fails to report any breach of banking information or loss of security devices to the Bank immediately after the customer becomes aware of such situation.

(f) If you have any enquiries or wish to make a complaint regarding our products or services, please contact us at:

Customer Care
Bank Islam Malaysia Berhad
Aras 17, Menara Bank Islam
No 22, Jalan Perak,
50450 Kuala Lumpur
Telephone : 03-2690 0900
Email : contactcenter@bankislam.com.my
Website : www.bankislam.com

(g) if we are unable to resolve your inquiry or complaint satisfactorily, you may contact Bank Negara Malaysia via LINK or TELELINK at:

Block D, Bank
Negara Malaysia,
Jalan Dato' Onn,
50480 Kuala
Lumpur.
Tel.: 1-300-88-5465
Fax: 03-2174 1515
Email: bnmtelelink@bnm.gov.my

(h) If you are facing difficulties in making repayments, you may seek assistance from the Credit Counseling and Management Agency (Agensi Kaunseling dan Pengurusan Kredit, AKPK). AKPK has been established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for individuals/ sole proprietor/ small medium enterprise. You may contact AKPK at:

Agensi Kaunseling dan Pengurusan Kredit (AKPK)
Tingkat 5 and 6, Menara Aras Raya
Jalan Raja Laut, 50350 Kuala Lumpur.
Tel: 03-2616 7766
Website: www.akpk.org.my

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