

**PART B: TERMS AND CONDITIONS OF BANK ISLAM INTERNET AND MOBILE BANKING**  
**(Effective Date: 8 May 2021)**

This Terms and Conditions shall govern your use of Bank Islam’s Internet and Mobile Banking (as hereinafter defined) and to be read together with the FAQ for Bank Islam’s Internet Banking, FAQ for Bank Islam’s Mobile Banking, Terms and Conditions of Bank Islam Debit Card-i, and other relevant Account(s) (as hereinafter defined) which may be accessed by you through [www.bankislam.com](http://www.bankislam.com)

**You are advised to read and understand the above mentioned Terms and Conditions before subscribing to any products or services and/or participating in any of Bank Islam’s campaigns and promotions.**

**Definitions**

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

<b>Terms</b>	<b>Definition</b>
<i>"Account"</i>	One or more of your savings, current, credit card, financing, investment or any other accounts with Bank Islam and/or its Affiliates which may be accessed through the Internet and Mobile Banking as communicated by Bank Islam from time to time.
<i>"Account Terms and Conditions"</i>	The terms and conditions of the relevant Account(s) which may be accessed through <a href="http://www.bankislam.com">www.bankislam.com</a>
<i>"Affiliates"</i>	Any entity, company, corporation or institution which may offer products, services, content or information on Internet or Mobile Banking from time to time.
<i>"ATM PIN"</i>	The six digit numeric Personal Identification Number (PIN) for a Debit Card-i issued to you under your Account.
<i>"Authentication"</i>	Any form to authenticate or verify your identity or Instructions including but not limited to: a) Card Number; b) ATM PIN; c) Password; d) Secure Code; e) IAC; f) User ID; g) Biometric; and/or h) Bank Islam Mobile Banking
<i>"Bank Islam Mobile Banking" or "Mobile Banking"</i>	Mobile application which may be downloaded and installed by you via iOS or Android mobile devices to receive Push Notification, Secured Messaging (Inbox) and/or to perform selected Banking Services as communicated by Bank Islam from time to time.
<i>"Banking Services"</i>	Facilities, products and services of Bank Islam that are made available to you on Bank Islam Internet or Mobile Banking.
<i>"Biometric"</i>	An authentication method using Face or Fingerprint(s), as the case may be, to authenticate or verify your identity or Instruction(s).

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<b>Terms</b>	<b>Definition</b>
<i>"Business Day"</i>	Any day from Monday to Friday on which Bank Islam is open for business in Malaysia, but does not include any public holiday.
<i>"Card Number"</i>	The sixteen digit number of a Debit Card-i as assigned by Bank Islam to your Account.
<i>"You", "Your", "you" or "your"</i>	The person or persons whose name(s) in the Account(s) that is/are maintained with Bank Islam and each person who uses or is authorised to use User ID and Password or other means of access as may be established or approved by Bank Islam.
<i>"Debit Card-i"</i>	Any Debit Card-i issued by Bank Islam to you providing electronic access to your Account, and to allow you to effect any transactions subject to the Terms and Conditions of Bank Islam Debit Card-i.
<i>"DuitNow"</i>	An overlay service of RPP which allows you to initiate and receive credit transfers.
<i>"DuitNow National QR Code Standard"</i>	DuitNow National Quick Response Code Standard specification developed and managed by PayNet for domestic interoperable QR use cases.
<i>"DuitNow QR"</i>	A service owned by PayNet which facilitates industry wide ubiquitous payments or transfers by scanning the QR (Quick Response) code which complies with DuitNow National QR Code Standard.
<i>"Face"</i>	The facial identity saved on your mobile device which supports face authentication function and may be used as an alternative to your Password to access Mobile Banking to perform Quick Balance or any other selected Banking Services as communicated by Bank Islam from time to time.
<i>"FAQ"</i>	The frequently asked questions that is available at <a href="https://www.bankislam.biz/">https://www.bankislam.biz/</a> .
<i>"Fingerprint(s)"</i>	The fingerprint imprint(s) saved on your mobile device which supports fingerprint authentication function and may be used as an alternative to your Password to access Mobile Banking to perform Quick Balance or any other selected Banking Services as communicated by Bank Islam from time to time.
<i>"FPX"</i>	The FPX platform which facilitates you to make secure online real-time payments from your Account to FPX Sellers.
<i>"FPX Sellers"</i>	A company / organization / government agency that has been registered and authorized to receive payment from you via FPX system.
<i>"GO Secure"</i>	GO Secure is a secured authentication feature that allows you to authorise transactions initiated from Bank Islam Internet Banking or Bank Islam Mobile Banking directly from your device. It is formerly known as Transaction Signing.

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<b>Terms</b>	<b>Definition</b>
<i>"IAC"</i>	i-Access Code, an additional security authentication comprises a unique 6-digit code that is auto-generated together with Secure Code and delivered to your Registered Mobile Number once requested through the Internet or Mobile Banking.
<i>"ID"</i>	Your official identification document that you used to open an account with Bank Islam. For example: MyKad/NRIC, MyPR, Army/ Police ID, passport, etc.
<i>"Instructions"</i>	Any request, application, authorisation or instructions in any form given or transmitted through Internet or Mobile Banking to Bank Islam by you.
<i>"Internet Banking "</i>	Online service where you may access the Banking Services using personal computers or any electronic devices through an internet browser. This service shall be subject to the Terms and Conditions herein contained.
<i>"Network Service Provider"</i>	Any internet service provider or commercial online service provider providing connection to the internet.
<i>"Ombudsman for Financial Services" or "OFS"</i>	A dispute resolution body replacing Financial Mediation Bureau (FMB).
<i>"PayNet"</i>	Payments Network Malaysia Sdn. Bhd.
<i>"Password"</i>	A unique string of characters (includes alphanumeric and selected symbols) chosen by you and known only to you and Bank Islam's computer system, constitutes the other part of your electronic signature, which must be keyed in by you to allow Internet or Mobile Banking system to authenticate your User ID and grant you access to the Internet or Mobile Banking.
<i>"Private Image"</i>	An additional security measure to assist you in identifying the valid Bank Islam Internet Banking site or Mobile Banking app. The image is selected by you during the first-time login process and you may change it anytime upon successful login.
<i>"Private Word"</i>	An additional security measure to assist you in identifying the valid Bank Islam Internet Banking site or Mobile Banking app. The word is entered by you during the first-time login process and you may change it anytime upon successful login.
<i>"Push Notification"</i>	Transaction authentication, post-transaction alert, security alert, system maintenance, promotion and other types of message that may be sent to your mobile device even if your mobile device is locked, on standby, or Mobile Banking is not running.
<i>"Quick Balance"</i>	The account inquiry service on Mobile Banking that is accessible by you using your Biometric authentication (if your mobile device supports face or fingerprint authentication function).

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<i>"Registered Mobile Number"</i>	Your mobile number that you provide to Bank Islam during the opening of account, during your Internet and Mobile Banking registration process or as and when you update your mobile number at Bank Islam's branch.
<i>"Retail Payment Platform" or "RPP"</i>	Shared payment infrastructure developed and operated by PayNet which facilitates payments and collections addressed using easily remembered proxies or by account numbers.
<i>"Ringgit Malaysia" or "RM"</i>	The lawful currency of Malaysia.
<i>"Secure Code"</i>	An additional security authentication comprises a unique 4-alphabet code that is auto-generated together with IAC by the system upon request by you and delivered to your registered mobile number. The 4-alphabet code sent to your registered mobile number must match against the 4-alphabet code appeared on transaction page.
<i>"Secured Messaging (Inbox)"</i>	Alert and notification service made available on Mobile Banking.
<i>"Security Questions and Answers"</i>	A set of questions and answers that is being used as an additional level of identity verification. The security questions and answers are set up by you during your Internet and Mobile Banking registration process and you may change it anytime upon successful login.
<i>"Service Provider"</i>	Billing corporations approved by Bank Islam from time to time and displayed on the Internet and Mobile Banking bill payment screen.
<i>"Third Party Account"</i>	An account of which you wish to make a fund transfer either within Bank Islam or outside Bank Islam.
<i>"Terms and Conditions"</i>	These Terms and Conditions governing the use of the Internet and Mobile Banking.
<i>"User ID"</i>	A unique name made up of a string of characters chosen by you, constitutes one part of your electronic signature hereunder and is the only means by which to allow Bank Islam to identify you, which must be keyed in by you in order for Internet and Mobile Banking system to associate your User ID with your user profile and Account(s).

**Miscellaneous Interpretation**

- a) Words importing the singular shall include the plural and vice versa.
- b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- c) All references to provisions of statutes include subsidiary legislation and all modifications, re-certification and re-enactment of or to such statutes and subsidiary legislations from time to time and for the time being in force.

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- d) Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and finance companies in Malaysia. Any term relating to computer technology not specifically defined or described herein shall be construed in accordance with general practice and the custom of trade of computer companies and the information technology industry in Malaysia.
- e) In the event of any conflict in the interpretation of these Terms and Conditions and any translation of the Terms and Conditions in any language, the English version of these Terms and Conditions shall prevail.

**1. Application and Enrolment to the Internet and Mobile Banking**

- 1.1. Subject to the Terms and Conditions herein, Internet and Mobile Banking is made available for the application and enrolment by you, which have one or more existing Accounts with Bank Islam.
- 1.2. To enrol for Internet and Mobile Banking, you must be 18 years and above, and you are required to have a Bank Islam Debit Card-i.
- 1.3. Existing customers who do not own a Debit Card-i, must first apply for a Debit Card-i in relation to the existing Account with Bank Islam.
- 1.4. Any application to enrol for Internet and Mobile Banking and access thereto, will be subject to Bank Islam's approval. Bank Islam reserves the right to accept or reject any application, deny access to your Internet and Mobile Banking, limit your access or transactions or to revoke your access to Internet and Mobile Banking.

**2. Account Terms and Conditions**

- 2.1. Where there is any conflict or inconsistency between this Terms and Conditions and the relevant Account Terms and Conditions, this Terms and Conditions shall prevail to the extent of such conflict or inconsistency.
- 2.2. You are required and hereby agree to properly maintain and comply with the relevant Account Terms and Conditions and any other rules and/or regulations governing your Account(s).

**3. Acceptance of Terms and Conditions**

- 3.1 You are advised to read and understand this Terms and Conditions before you decide to enrol for Internet and Mobile Banking. Your application will indicate that you have agreed to be bound by this Terms and Conditions and further acknowledge and accept all inherent risks associated in your conduct in any transactions over the internet or such other electronic medium approved by Bank Islam.

**4. Your Responsibility and Undertakings**

- 4.1 You shall be responsible to use necessary internet browser and/or any other hardware and/or software including any new and recent versions thereof, which is necessary to obtain access to Internet or Mobile Banking at your own risk and expense.

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- 4.2 You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to Internet or Mobile Banking and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.
- 4.3 You acknowledge and agree that Bank Islam shall not be held liable for your inability to access Internet or Mobile Banking or any part thereof, rejection of your transactions, the incorrect processing of your transactions as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant internet browser and/or software or to use the new and recent versions of the same as may be required by Bank Islam.
- 4.4 You agree to observe all security measures in relation to your Account(s) including the access and usage of Internet and/or Mobile Banking as specified in this Terms and Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.
- 4.5 You shall furnish Bank Islam with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance made through Internet and Mobile Banking.
- 4.6 You shall not interfere with the access to and use of Internet or Mobile Banking or Banking Services by other customers and you shall not use Internet and Mobile Banking for any purpose other than conducting authorised transactions pertaining to your Account(s). You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into Internet and Mobile Banking, any other customer's account(s) and/or the Banking Services, for any purpose whatsoever.
- 4.7 You shall observe all reasonable propriety and etiquette in your communications with Bank Islam and shall not communicate any obscene or defamatory information to Bank Islam whether through Internet or Mobile Banking or otherwise.
- 4.8 You are advised to regularly check notices sent by Bank Islam to ensure you are aware of any update of Bank Islam's relevant and applicable policies and practices and other terms applicable to your Account(s), the Banking Services and Internet and Mobile Banking.
- 4.9 You shall not download, install or use Internet and Mobile Banking on a jail-broken or rooted device. Unauthorised modifications to any tablets' and mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Bank Islam strongly cautions against downloading, installing or using Internet and Mobile Banking in any hacked tablets and mobile devices.
- 4.10 You shall at all times ensure that Internet and Mobile Banking shall be used solely in compliance with the Shariah principles.
- 4.11 You shall be solely responsible for the security and care of the device used to generate and/or receive the Authentication. Bank Islam shall not be responsible for any fraudulent or unauthorized transactions arising from the loss or compromise of the Authentication or any other device used to generate and/or receive Authentication. Any loss, theft, remote takeover or interception of Authentication, from your mobile telecommunication device and/or any other device used to generate and/or receive Authentication, must be promptly notified to Bank Islam or Bank

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Islam Contact Centre as specified in Clause 31.1 herein and subject to Clause 17 herein. You shall remain responsible for any unauthorized transactions which took place as a result of loss or theft whatsoever related thereto.

**5. Access to Internet and Mobile Banking**

5.1 First time setup for Internet Banking will be as follows:

- a) Login to <https://www.bankislam.biz>.
- b) Click "FIRST TIME USER".
- c) Read and accept the Terms and Conditions.
- d) Click at ATM/Debit Card.
- e) Enter your ATM/Debit Card 16 digits number and ATM PIN.
- f) Create USER ID, Password and other details on screen.
- g) Confirm the information and click "Confirm".
- h) You have successful sign up for Bank Islam Internet Banking.

5.2 Your usage of Internet and Mobile Banking shall be subject to Clauses 6 and 7 of this Terms and Conditions herein. Your acceptance and continuance usage of Internet and Mobile Banking shall constitute your acceptance of the risks in conducting any transaction over Internet and Mobile Banking.

5.3 You acknowledge that, Bank Islam has the right to invalidate your User ID and Password for the following reasons:

- a) breach or potential breach of any Terms and Condition;
- b) breach or potential breach of any law, regulation;
- c) to maintain the security of Internet and Mobile Banking; or
- d) to maintain the security of other customers.

5.4 You will not hold Bank Islam liable for any loss or damage which you may suffer as a result of such invalidation of your User ID and Password.

5.5 Self-reset Password and re-registration:

5.5.1 If you forget your Password, you may reset your Password by accessing <https://www.bankislam.biz> and clicking on "Forget Password" link.

- a) You are to enter User ID, Card Number and ATM PIN.
- b) Upon successful validation of the information in Clause 5.5.1(a) herein, you shall create a Password.
- c) Upon successful Password creation, you shall be notified on successful change of Password and advised to login.

5.5.2 If you forget your User ID, please call Bank Islam Contact Center to delete your User ID. Then you are required to access <https://www.bankislam.biz> and click "First Time User" to complete re-registration as per Clause 5.1 above.

**6. Internet Banking**

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6.1 Subsequent to your successful registration as per Clause 5.1 above, you are required to key in your User ID and Password, and verify Private Image and Private Word rendered on the screen, each time you wish to access your Internet Banking.

6.2 Subsequent to your successful registration as per Clause 5.1 above and subject to your maintenance of the relevant Account(s) with Bank Islam, you will be able to access the Banking Services as Bank Islam and/or any other third party may, make available to you on Internet Banking from time to time.

## **7. Mobile Banking**

7.1 First time setup of and subsequent login to Mobile Banking will be as follows:

7.1.1 You are required to download and install Mobile Banking application in your mobile device. You are advised to read and understand before agree to and be bound by all the Terms and Conditions herein.

7.1.2 You are required to key in the following information and system will perform verification:

- a) Your User ID and Password; at the same time you are required to verify your Private Image and Private Word,
- b) Your ID no,
- c) Your IAC.

7.1.3 Upon successful verification of Clause 7.1.2 above, you may activate Biometric authentication for Quick Balance (only available to selected supported mobile devices and this Biometric authentication is optional).

7.1.4 After completion of the above, you have completed first time setup for your Mobile Banking and will receive alerts and notifications that are accessible via Secured Messaging (Inbox) module of Mobile Banking.

7.1.5 Subsequently, you may login to Mobile Banking by using your Biometric (if enabled) or Password in place of your User ID to access the Banking Services (as Bank Islam and/or any other third party may make available to you on Mobile Banking from time to time).

7.1.6 You are only allowed to setup Mobile Banking on one (1) mobile device for one (1) User ID at any time. If you wish to setup your User ID on another mobile device, you shall de-register your User ID on the current or previous mobile device.

7.2 You may be required to authorise Instructions via GO Secure (via Mobile Banking), for Banking Services performed by you. A notice will be prompt to you to perform the authorisation. .

## **8. Tabung Haji (“TH”) Services**

8.1 If you wish to have access to use TH services for a TH account on Internet or Mobile Banking, you are required to link your TH account with your Debit Card-i. The Linking and delinking a TH account with your Debit Card-i is subject to the Terms and Conditions of Bank Islam Debit Card-i. If you wish to stop having access to use TH services for the TH account on Internet or Mobile Banking, you may delink the TH account from your Debit Card-i. Linking or delinking your TH account with your Debit Card-i shall enable or disable your access to use TH services on ATM (Automated Teller Machine) or CDM (Cash Deposit Machine).

8.2 The use of TH services on Internet and Mobile Banking is subject to this Terms and Conditions. You are advised to visit [www.bankislam.com](http://www.bankislam.com) for the full list of available TH services on Internet and Mobile Banking.

## **9. Skim Simpanan Pendidikan Nasional (“SSPN-i”) Services**

9.1 If you wish to have access to use SSPN-i services for a SSPN-i account on Internet Banking, you are required to link the SSPN-i account with your Debit Card-i. The linking and delinking a SSPN-i account with your Debit Card-i is subject to the Terms and Conditions of Bank Islam Debit Card-i. If you wish to stop having access to use SSPN-

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i services for the SSPN-i account on Internet Banking, you may delink the SSPN-i account from your Debit Card-i. Linking or delinking your SSPN-i account with your Debit Card-i shall also enable or disable your access to use SSPN-i services on ATM (Automated Teller Machine) or CDM (Cash Deposit Machine).

- 9.2 The use of SSPN-i services on Internet Banking is subject to this Terms and Conditions. You are advised to visit [www.bankislam.com](http://www.bankislam.com) for the full list of available SSPN-i services on Internet Banking.

## **10. Instructions and Authorisations**

- 10.1 All Instructions transmitted to and/or received by Bank Islam via your Authentication shall be regarded as regular and genuine Instructions made by you and shall be binding on you upon transmission, subject to Clause 10.4 herein. Bank Islam is duly authorised to accept and act upon Instructions made via your Authentication. You acknowledge and agree that Bank Islam shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party to verify the said Instructions and its authenticity but Bank Islam has right do so for its own purposes.
- 10.2 If you discover or have reason to believe that the Instructions transmitted to or received by Bank Islam are neither accurate nor complete, you shall inform Bank Islam immediately via telephone at its Contact Centre at 03-26 900 900.
- 10.3 Bank Islam may upon received such notification in Clause 10.2 above, may cancel, revoke, reverse or amend an earlier instruction provided your request to cancel, revoke, reverse or amend the same is received and effected before the earlier Instruction is executed and Bank Islam reserves the right to charge you accordingly.
- 10.4 In the event that Bank Islam decides to act upon and/or carry out any Instructions or is otherwise under an obligation to act upon and/or carry out any Instructions, Bank Islam shall be allowed to act upon and implement any Instructions as may be reasonable having regards to the systems and operations of Bank Islam and any other circumstances, subject to Clause 20.5. Bank Islam shall not be responsible or liable for any loss arising from any delay on the part of Bank Islam in acting upon and/or carrying out any such Instructions.
- 10.5 Notwithstanding to the contrary herein, Bank Islam reserves the right to refuse to carry out any Instructions given by you for any reason, including without limitation, where such Instructions are in violation of any of the Terms and Conditions herein contained or are inconsistent with any of Bank Islam's policies, Shariah principles or contradicting the Shariah principles or any regulatory requirements or other rules and regulations as may be in effect from time to time.
- 10.6 Where any instruction is ambiguous and/or inconsistent with any other Instructions, Bank Islam shall be entitled to rely and act upon such instruction in accordance with any evidence recorded by system or refuse to act until Bank Islam receives a fresh instruction(s) in such form and manner as communicated by Bank Islam.
- 10.7 All Instructions given and transactions effected or made by you after the time stipulated by Bank Islam on any day will be effected or made on the next Business Day following that date of the Instructions or transaction is made. You may refer to [www.bankislam.com/personal-banking/services/internetbank-giro-ibg](http://www.bankislam.com/personal-banking/services/internetbank-giro-ibg) for details of transaction cut-off time.

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**11. Availability of Service**

- 11.1 Internet and Mobile Banking are intended to be available 24 hours a day, 7 days a week. However, you acknowledge that at certain times, part or all of Internet or Mobile Banking may not be accessible due to system maintenance or reasons beyond the control of Bank Islam. Bank Islam will use reasonable efforts to notify you on Internet and Mobile Banking unavailability from time to time.
- 11.2 In the event that any or all of the Internet or Mobile Banking are not accessible for whatever reason, you may use alternative means, including but not limited to Bank Islam's Automated Teller Machine or at a Bank Islam branch, to issue Instructions in respect of the Internet or Mobile Banking.

**12. Availability of Funds**

- 12.1 You agree and accept that Bank Islam reserves the right to impose limits and conditions to all the transactions performed by you through Internet or Mobile Banking, as communicated Bank Islam from time to time. You further agree and accept that your transactions are limited to such maximum daily limit that may be imposed by Bank Islam from time to time. You shall ensure that the limit shall be observed.
- 12.2 In the event that your account is overdrawn for any reason whatsoever including the exercise by Bank Islam of its right of set-off or as a result of Bank Islam executing your Instructions, you shall, pay to Bank Islam the amount of moneys overdrawn and until such payment is fully settled, you shall abstain from performing any other transaction in your Account through Bank Islam or otherwise.

**13. Updating of Your Particulars**

You shall promptly notify Bank Islam in writing or by such other means as communicated by Bank Islam of any changes in your personal particulars and Bank Islam shall be entitled to assume that there have been no changes until Bank Islam has received notice thereof given by you. During the registration process on Internet Banking, your particulars does not deem to be automatically updated.

**14. Account Information**

- 14.1 Subject to Clause 14.2, Bank Islam does not warrant the accuracy of any information pertaining to your Account(s) as reported through Internet or Mobile Banking.
- 14.2 You acknowledge that any information pertaining to your Account(s), Third Party Account(s) or transactions as reported through Internet or Mobile Banking may not always be completely up to date as there may be transactions and/or Instructions which, without limiting the generality of the foregoing, have yet to be processed by Bank Islam, require verification by Bank Islam or are in progress. You agree that the account balance as reported through Internet or Mobile Banking shall not, for any purpose whatsoever, be taken as conclusive of your Account balance with Bank Islam.

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- 14.3 Bank Islam will issue you Statements of Account as agreed in the relevant Account Terms and Conditions. A Statement of Account will include Internet and Mobile Banking transactions carried out on your instruction which are relevant to your Account(s).

Where Bank Islam sends or delivers to you Statement of Account, you shall verify each and every Statement of Account as per relevant account product terms and conditions.

14.4 E-Statement Service

14.4.1. The e-Statement service allows you to view, save and print the e-Statement in PDF format or such other format as may be made available by Bank Islam from time to time, subject to the Terms and Conditions herein.

14.4.2. E-Statement is an electronic version of the paper statement mailed or otherwise provided to you by Bank Islam that is made available via Internet Banking in a form either identical in full or in part, to the paper version of the said statements (as applicable).

14.4.3. Notwithstanding Clause 14.4.2 above, you acknowledge that Bank Islam will not provide e-Statements in the form of account statements to you if you are not previously entitled to the paper statements of the same under the applicable rules of the said Account, although e-Statements may still be provided in relation to the said Account, at Bank Islam's discretion.

14.4.4. E-Statement is only available for the following account types:

- a) Savings account
- b) Current account
- c) Transactional investment account
- d) Credit card

**15. Transfers and Payments**

15.1. Bank Islam will use reasonable endeavour to execute any transfer and payment Instructions promptly in accordance with Customer's Instructions subject always to the Payments and Transfers being made on a Business day before the time stipulated by Bank Islam. You may refer to [www.bankislam.com/personal-banking/services/internetbank-giro-ibg](http://www.bankislam.com/personal-banking/services/internetbank-giro-ibg) for details of transaction cut-off time. .

15.2. Bank Islam may request for any additional verification and/or information prior to the execution of any Transfer or Payment Instructions. For the avoidance of doubt, Bank Islam shall not be responsible nor liable for any loss which Customer may suffer, whether directly or indirectly, as a result of Bank Islam's failure, neglect, omission or otherwise option not to request for such additional verification and/or information.

15.3. You acknowledge that Bank Islam may specify limits on the number of transactions you may make using Bank Islam's Transfer and Payment services and the amounts to be transferred or paid under the same.

15.4. Bank Islam shall not be liable for any Transfers or Payments or any failure to complete or execute a Transfer or Payment instruction where:-

15.4.1 You have an insufficient balance in your Account(s) or insufficient overdraft line of credit to transfer or pay the relevant amount(s) or to transfer or pay for any fees, taxes, duties, levies, penalty charges, and/or profit

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charges that may be imposed by Bank Islam from time to time for the use of Internet and/or Mobile Banking and/or any of its Banking Services;

- 15.4.2 Your relevant Account(s) is/are to be made subject to any legal process or other otherwise claim restricting such transactions or where the same is/are otherwise frozen, closed or suspended for any reason whatsoever;
  - 15.4.3 The Service Provider(s) or beneficiary bank do/does not process your Transfer or Payment promptly and/or correctly;
  - 15.4.4 You have provided Bank Islam with inaccurate or incomplete Instructions or information relating to, among others, the amount(s) to be paid or transferred and the details of the beneficiary account(s) or Service Provider(s) to which such monies are to be transferred or paid to; or the status of the beneficiary account is invalid and/or falls under Clause 15.4.2 herein;
  - 15.4.5 There is an error in the information or Instructions given by you, during the course of transmission through Internet or Mobile Banking;
  - 15.4.6 You fail, neglect, omit or otherwise choose not to follow the latest or current instruction, procedures and directions for using Internet or Mobile Banking or the particular Banking Services offered thereunder; or
  - 15.4.7 Bank Islam knows or has reasons to believe that a fraud, criminal act, offence, or violation of any law or regulation has been or will be committed.
- 15.5. You may cancel the Transfer or Payment service pursuant to Clause 25 herein. Any unprocessed Transfers or Payments will be cancelled on the Business day your cancellation request is received. If you close any relevant Account pertaining to any such Transfers or Payments, any unprocessed Transfers or Payments scheduled from that Account or to be paid into that Account will also be cancelled on the day that Account is closed.
- 15.6. In making payment under Bill Presentment service, you:
- 15.6.1 expressly consent to the relevant Biller providing or making available to Bank Islam the Bill(s) and the details and information therein;
  - 15.6.2 expressly consent to Bank Islam's utilization of the details and information of the Bill(s) in the provision of the Bill Presentment service and to the same being accessible by Bank Islam and its Affiliates and sub-contractors who are involved in the provision of the Bill Presentment service;
  - 15.6.3 undertake that you have all necessary rights and consents to access and view the Bill(s) and all details therein and where applicable make payment in relation thereto;
  - 15.6.4 undertake that you have all necessary rights and authorisations to provide the consents stipulated in Clause 15.6.1 and 15.6.2 above.
  - 15.6.5 Under Bill Presentment service, you acknowledge that any Bill viewing and/or payments made by you based on the Bill Presentment will be made under Bank Islam Internet or Mobile Banking and subject to the Terms and Conditions herein.
- 15.7. In making payment under prepaid reload service:
- 15.7.1 You shall be responsible to ensure the correct service provider, prepaid product, method of reload and amount is displayed prior to confirming the transaction.
  - 15.7.2 Any cancellation request must reach Bank Islam no later than 60 days from the date of transaction, and refund is subject to the service provider's approval.
- 15.8. In making/ receiving payment/ transfer under DuitNow QR service:

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- 15.8.1 You shall download and install Bank Islam Mobile Banking and complete Mobile Banking first time setup.
- 15.8.2 You shall select an account as the debiting and crediting account.
- 15.8.3 You shall observe all security measures as stipulated in Clause 17 of the Terms and Conditions herein.
- 15.8.4 You shall not use DuitNow QR to make payment/ transfer unless there is sufficient fund in your debiting account.
- 15.8.5 Bank Islam has initially specified maximum daily cumulative limit on DuitNow QR for making payment/ transfer. However, you may change this limit via Mobile Banking or any other means as informed by Bank Islam through the communication method(s) as specified in Clause 32.1. Bank Islam has the right from time to time revised the minimum and/or maximum limit on DuitNow QR for making payment/transfer with prior sufficient notice to you.
- 15.8.6 For any payment/ transfer transaction of RM250 and below, no Password or Biometric authentication is required, subject to a maximum daily cumulative limit of RM250. You may change this limit via Mobile Banking or any other means as informed by Bank Islam through the communication method(s) as specified in Clause 32.1. For any payment/ transfer transaction above RM250 or the daily cumulative limit set by you, Password or Biometric authentication is required to authorise the transaction.
- 15.8.7 You shall be responsible to ensure the correct amount and beneficiary information is displayed prior to confirming the payment/ transfer transaction.
- 15.8.8 The use of DuitNow QR services on Mobile Banking is subject to this Terms and Conditions and Terms and Conditions of DuitNow QR.

**16. Secured Messaging (Inbox)**

You agree and acknowledge that Bank Islam may fix a limit as to the number of messages you may receive or store in or through the Secured Messaging (Inbox) at any time.

**17. Your Responsibilities for Security**

To prevent unauthorised access and to ensure only you can access and using the services, you should adhere to the following security procedures at all times:

- 17.1 You agree and acknowledge that you shall at all times keep your Authentication secure, and shall not share or disclose your Authentication to any person whatsoever, including any officers of Bank Islam.
- 17.2 You shall, at all times, observe all security measures as may be prescribed by Bank Islam in relation to your Authentication and further, you shall take all reasonable precautions necessary to ensure that no other persons have or will be granted access to your Authentication and such precautions may include, among others, immediately memorising the Authentication and destroying any envelope or document on which it is stated (if any), not retaining the Authentication in any form except in memory, not leaving the computer or any devices unattended whilst accessing Internet or Mobile Banking and ensuring that others do not see you entering of your Authentication upon access to Internet or Mobile Banking as well as ensuring you properly log off from Internet or Mobile Banking upon completion of your use thereto.
- 17.3 You agree that you shall, at all times, be responsible for all access and/or use of Internet and Mobile Banking made via your Authentication whether it was in fact made by you or by any other person(s) purporting to be you.

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- 17.4 If you discover or have reasonable grounds to believe that your Authentication has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you, you shall immediately notify Bank Islam or Bank Islam Contact Centre as specified in Clause 31.1 and/or in accordance with such terms, conditions and/or procedures as may be communicated by Bank Islam from time to time.
- 17.5 Subject to Clause 17.7 below, you shall be liable for all such transactions conducted through Internet and Mobile Banking up to the point of time notification is made and logged pursuant to Clause 17.4 above, or otherwise, up to the point of time notification is supposed to be made, which for the avoidance of doubt, is immediately upon you discovering or having reasonable grounds to believe that your Authentication has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you. Where such notification is delayed for any reason, you shall, in addition to being liable for all transactions conducted up to the above referred point in time, be liable for the actual loss which occurred after the said point in time, until the actual notification made by you are received and logged by Bank Islam subject to Clause 17.8 below.
- 17.6 Upon Bank Islam's receipt of your notification made pursuant to Clause 17.4 above, you agree and acknowledge that Bank Islam may, suspend your access to Internet and Mobile Banking until your new Authentication (as the case may be) is issued or applied for and/or such reported/unreported discrepancies are resolved by Bank Islam.
- 17.7 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your Authentication is due to your actions, fraud, disclosure, abuse or misuse, which are deliberate, you shall be liable for such use even if a notification is made pursuant to Clause 17.4 above.
- 17.8 Further and notwithstanding Clause 17.5 above, where you have contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 17.4 above, you shall, subject to Clause 17.7, be liable for the actual loss which occurred during the period of such delay, except for:-
- 17.8.1 That portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the relevant Account; or
- 17.8.2 That portion of the total loss incurred which exceeds the amount of funds standing in your Account.
- 17.9 In addition, you are responsible for your own personal computer's, mobile's or electronic device's anti-virus and security measures to prevent unauthorised access to your transactions and Account(s) via Internet and Mobile Banking. You shall comply with any other security rules prescribed by Bank Islam from time to time whether in the website, under any other terms and conditions with Bank Islam, or otherwise notified to you by Bank Islam.
- 17.10 You shall be fully responsible to:
- 17.10.1 Log in to the correct URL for Internet Banking;
- 17.10.2 Download and install the correct Mobile Banking app
- 17.11 By enabling Biometric authentication to access Mobile Banking, you agree and acknowledge that:
- 17.11.1 The Face or Fingerprint(s) registered on your mobile device will be used to access Mobile Banking.

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- 17.11.2 The authentication is performed by Mobile Banking by interfacing with the face or fingerprint authentication module on your mobile device and that you agree to the authentication process. You understand that the face or fingerprint authentication module of your mobile device is not provided by Bank Islam and Bank Islam makes no representation or warranty as to the security of the face or fingerprint authentication function of any mobile device and whether it works in the way that the manufacturer of the mobile device represents.
- 17.11.3 Bank Islam does not represent or warrant that the Biometric authentication will be accessible at all times or that it will function with any electronic equipment, software, infrastructure or other electronic banking services whatsoever that Bank Islam may offer from time to time.
- 17.11.4 You shall take necessary precautions to safeguard your mobile device and must not save any other Face or Fingerprint(s) except your own on your mobile device. You understand that upon the successful registration and enablement of face or fingerprint authentication on Mobile Banking, any face or fingerprint imprint that is stored on your mobile device can be used to access your Mobile Banking and may be used to authorise logins and transactions through Mobile Banking and the Banking Services.
- 17.11.5 Bank Islam shall not be liable for your loss you incur or incurred in connection with the use or attempted use of the Biometric authentication, or your Instructions, or any unauthorised transactions through or in connection to the use of Biometric authentication to access Mobile Banking and the Banking Services herein, unless any law prohibits Bank Islam from excluding or limiting Bank Islam's liability. You shall indemnify Bank Islam from all losses and damages whatsoever which Bank Islam may suffer in connection with any improper use of your Biometric authentication on Mobile Banking and the Banking Services except where such losses and damages were directly attributable by Bank Islam's gross negligence, wilful default or fraud.
- 17.12 You are also responsible to verify the Private Image and the Private Word rendered on the screen. You shall only proceed to key-in your Password if the Private Image and the Private Word are the same as your selected Private Image and Private Word. If the rendered Private Image and Private Word are not the same or not available, you shall not proceed and immediately notify Bank Islam via Bank Islam's Contact Centre as specified in Clause 31.1.
- 17.13 You shall be responsible not to access:
- 17.13.1 Internet Banking through internet cafes or any public places offering internet services and you shall log off from Internet Banking before leaving the computer terminal.
- 17.13.2 Mobile Banking through public Wi-Fi or hotspot and you shall log off from Mobile Banking before leaving Mobile Banking.
- 17.14 You shall also be responsible to immediately call Bank Islam's Contact Center as specified in Clause 31.1 herein if your computer, laptop or device used to access Internet and Mobile Banking is loss or stolen.
- 17.15 You are also advised to periodically check your account(s) balances at appropriate length of time subsequent to the transaction performed and to let Bank Islam knows of any irregularity or errors. Should there be any unauthorised transactions or unauthorised access suspected, you must immediately call Bank Islam's Contact Center as specified in Clause 31.1 herein.
- 17.16 You are also advised to read and understand the FAQ before attempting to use Internet and Mobile Banking, and not to carry out any Instructions or utilize Internet and Mobile Banking in the presence of any other person.

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**18. Your Confidentiality**

- 18.1 You undertake to observe all security measures prescribed by Bank Islam concerning your Authentication or generally in respect of the use of Internet and Mobile Banking.
- 18.2 Should you receive any data and information through Bank Islam Internet or Mobile Banking which is not intended for you, you shall immediately notify Bank Islam via Bank Islam's Contact Centre as specified in Clause 31.1 herein and in any case not later than 12 hours thereof.

**19. Right of Lien, Set Off and Withholding of Funds**

- 19.1 You agree that Bank Islam has the right at any point of time to:
- 19.1.1 Demand you to refund of and/or to debit your account(s) and/or set-off any balances in any account(s) for any overpayment into any of your account(s) arising from error, irregularity or omission, whether attributable to Bank Islam, in the course of carrying your instructions or in any other occasions whatsoever.
- 19.1.2 Set off any money in any of your accounts including amount deriving from the profit sharing investments with Bank Islam (whether matured or otherwise) and/or any investment/ deposit products and/or receivables held in any of your accounts, towards satisfaction of any of your liabilities to Bank Islam.
- 19.1.3 Debit the applicable amount from your account without prior consent if you are not the intended beneficiary in the following events:
- a) Mistaken payment instruction caused by third party who initiates the transaction ("Originator") that is directed to wrong recipient, carry wrong amount, or are duplicate;
  - b) Erroneous payment instructions that were incorrectly transferred by other financial institution or Bank Islam to other parties which include but not limited to generating invalid, incorrect, misdirected or duplicated transaction on behalf of Originator due to technical errors or operational errors that are not the fault of the Originator;
  - c) Erroneous payments caused by payment system may be due to technical or operational errors that result in incorrect or duplicated transaction;
  - d) Unauthorised or fraudulent payment instruction that were not initiated by the Originator or transaction which have been induced by dishonest or fraudulent means for the benefit of a party other than the party intended by the Originator.
- 19.2 In the event there is amount due, owing and payable by you, Bank Islam may refuse withdrawals of or refuse to discharge any of your accounts, balances, funds and/or assets. Bank Islam is authorised to realise (whether at or before maturity) any of your deposits, investment products and/or assets whatsoever held with the Bank until all monies due, owing, and payable to the Bank is fully settled by you.

**20. Exclusion of Liabilities**

- 20.1 Bank Islam shall use all reasonable efforts to ensure the operation and provision of Internet and Mobile Banking, and the Banking Services. However, you agree and acknowledge that Bank Islam does not make any warranties or representations of any kind whatsoever with respect to Internet and Mobile Banking, and the Banking Services provided by Bank Islam and/or Affiliates whether express or implied. Subject to Clause 20.5, Bank Islam shall not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of Internet and Mobile Banking, and the Banking Services whether suffered by you or any other person with the exception of losses which, subject to Clause 10.4, are caused by the fraudulent or gross negligent conduct of Bank Islam's officers.

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- 20.2 Without limiting the generality of Clause 20.1 above, Bank Islam shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurred:-
- 20.2.1 Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server, mobile or other device or system whether or not owned, operated or maintained by you, Bank Islam or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any Authentication or Instruction;
  - 20.2.2 Any malfunction, breakdown, disruption and/or unavailability of Internet and Mobile Banking, or any portion thereof, howsoever arising;
  - 20.2.3 Any of the Banking Services not being accessible, available or functioning;
  - 20.2.4 Any failure or delay caused by your internet browser, operating system, personal computer, electronic or mobile device or other software, computer virus or related problems;
  - 20.2.5 The corruption, destruction, alteration, loss of or error in your Instructions or any data or information in the course of transmission through Internet or Mobile Banking;
  - 20.2.6 Any intrusion, interference or attack by any person, virus, trojan horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
  - 20.2.7 Any use of Internet or Mobile Banking on a jail-broken or rooted device as set out in Clause 4.9 above;
  - 20.2.8 Any loss, theft or unauthorised use of your Authentication;
  - 20.2.9 Any remote interception as a result of a malicious program stored in any telecommunications, computer, mobile or any other devices whether or not owned, operated or maintained by you;
  - 20.2.10 Any purported access to and use of Internet and/or Mobile Banking, and/or the Banking Service(s), your Authentication as well as any other software or hardware provided by Bank Islam to you, if any;
  - 20.2.11 Any malfunction or breakdown in the software or hardware provided by Bank Islam to you, if any;
  - 20.2.12 Any unauthorised access and/or use of Internet and Mobile Banking, and the Banking Services by any person, whether remotely performed or otherwise;
  - 20.2.13 Any prohibition, suspension, delay or restriction of your access to Internet or Mobile Banking by the laws and regulations of any country from which you access Internet or Mobile Banking;
  - 20.2.14 Any prohibition, suspension, delay or restriction of your access to Internet or Mobile Banking caused by, relating to or in connection with your Network Service Provider;
  - 20.2.15 Any inaccuracy or incompleteness of information, data or Instructions given by you in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services;
  - 20.2.16 Your failure, neglect or omission to maintain sufficient funds in the relevant Account(s) to perform any of your Instructions;
  - 20.2.17 Your inability to perform any transactions due to limits set by Bank Islam from time to time;
  - 20.2.18 Your failure, neglect or omission to act in accordance with these Terms and Conditions and any other rules, regulations, policies and guidelines currently in force;
  - 20.2.19 Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under these Terms and Conditions;
  - 20.2.20 Any event, the occurrence of which is beyond Bank Islam's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply; or
  - 20.2.21 Any loss which is caused by third parties.
- 20.3 While Bank Islam shall make reasonable efforts to ensure that the product information, Fees and Charges, and rates on Bank Islam website are accurate and current, there may be instances where inaccurate or incomplete

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information, Fees and Charges, or rate is inadvertently displayed. In the event such information, Fees and Charges, or rate is incorrect or incomplete, Bank Islam shall have the right, to refuse, avoid, nullify and/or cancel any Instructions placed and or any transaction effected under the Account, Banking Services and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. Bank Islam assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.

20.4 So long as Bank Islam acts in good faith in acting upon or carrying out any Instructions, Bank Islam shall neither be responsible nor liable to you in any respect for any indirect or consequential loss caused by or arising from Bank Islam's execution or implementation of such Instructions or any matter arising therefrom.

20.5 Where Bank Islam:

20.5.1 fails to observe the procedures on complaints and investigation as set out in Clause 31 herein; and

20.5.2 such failure:

- a) is caused by the fraudulent or gross negligent conduct of Bank Islam's officers; and
- b) prejudiced the outcome of the complaint or resulted in delay in its resolution,

Bank Islam may, subject to Clauses 17.5, 17.7 and 17.8 herein, be liable to you up to the full amount of the particular transaction which is the subject of complaint.

## **21. Proprietary Rights**

You acknowledge that all proprietary rights (including without limitation title, pattern rights and copy rights) in Internet and Mobile Banking shall at all times vest and remain vested with Bank Islam.

## **22. Fees and Charges**

22.1 You shall pay any fees, commission and charges ("Fees and Charges"), all levies and taxes including service tax ("Taxes" which expression includes any penalties payable thereunder) in respect of such Banking Services under or otherwise howsoever relating to your Account..

22.2 Bank Islam may inform you of:-

22.2.1 Such Fees and Charges and/or any variations thereof by giving twenty one (21) days prior notice in writing;  
or

22.2.2 Such taxes (including service tax).

Should you disagree with the imposition of such Fees and Charges or Taxes and/or variations thereof, you shall cease to use Internet or Mobile Banking or the particular Banking Services to which such Fees and Charges or Taxes relate to. Your continuance usage and access of Internet or Mobile Banking or the particular Banking Services to which such Fees & Charges, Taxes and/or variations relate to these Terms and Conditions shall be deemed as your agreement and binding acceptance of the same.

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22.3 You agree and acknowledge that Bank Islam reserves the right to debit your relevant Account for the payment of any Fees and Charges or Taxes and/or penalties imposed pursuant to these Terms and Conditions including any Government charges, stamp duties or taxes (including but not limited to service tax) payable as a result of the use of Internet and Mobile Banking and the Banking Services provided thereunder.

22.4 You agree and acknowledge that all fees, charges, taxes and duties including but not limited to telephone and telecommunication charges, relating to your access and connection to Internet or Mobile Banking including any Fees and Charges imposed by any Network Service Provider shall be borne solely by you, and Bank Islam shall neither be responsible nor liable in relation thereto. You may refer to [www.bankislam.com](http://www.bankislam.com) for full fee and charges.

**23. International Use**

23.1 The use of Internet or Mobile Banking outside of Malaysia is subject to the Foreign Exchange Administration Rules of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested, and the laws and regulations of Malaysia and the country where the transaction is effected or requested.

23.2 The maximum amount of transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

23.3 You hereby agree that you are using Internet and Mobile Banking at own initiative and are responsible for you compliance with local laws.

**24. General**

24.1 You hereby agree that Bank Islam's record and any records of the Instructions, communications, operations or transactions made or performed, processed or effected through Bank Islam's Internet and Mobile Banking via your Authentication or any record of transaction relating to the operation of any of Bank Islam's Internet and Mobile Banking shall be binding and conclusive evidence of the transaction and your liability to Bank Islam.

24.2 You agree that Bank Islam has the right to require you to maintain a minimum balance at any one time in your Account(s). Your failure to maintain such minimum balance as required by Bank Islam could resulted in a penalty being imposed against you or lead to a suspension or termination of the Internet and Mobile Banking.

24.3 You will not be given access to Internet and Mobile Banking if there is restriction(s) on your Account(s) either Imposed by Bank Islam or other relevant authorities..

**25. Termination of Services**

25.1 Subject to Clause 25.3 below, you agree and acknowledge that Bank Islam has the right to suspend, terminate or restrict your access to Internet or Mobile Banking or any part thereof by giving seven (7) days prior notice to you. For avoidance of doubt, upon receiving such notice, you shall make necessary arrangement for all your future and/or recurring transaction. Bank Islam shall not be held liable by your or any third party that suffer any losses or damages as a result of the suspension, termination and restriction by Bank Islam provided such losses or damages

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are except where such losses and damages were directly attributable by Bank Islam's gross negligence, wilful default or fraud.

25.2 Notwithstanding the generality of Clause 25.1 herein, Bank Islam may terminate, suspend or restrict your access to Internet and Mobile Banking immediately upon giving notice, if:-

25.2.1 You cease to maintain any Account(s) with Bank Islam which can be accessed via Internet and Mobile Banking;

25.2.2 You breach any term, condition or provision of these Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto;

25.2.3 You fail to pay any charges Fees or Charges or Taxes when due;

25.2.4 You have provided Bank Islam with false or incomplete information for your access to or use of Internet or Mobile Banking;

25.2.5 You become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration;

25.2.6 In Bank Islam's opinion, it is in the public interest to do so;

25.2.7 In Bank Islam's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or

25.2.8 Bank Islam is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict your access to Internet and Mobile Banking regardless of whether the relevant authorities have the legal or valid authority to request Bank Islam.

25.3 You may terminate your access to and use of Internet or Mobile Banking or any particular Banking Services at any time, by giving at least seven (7) days prior written notice to Bank Islam. The notification will not be effective until Bank Islam has received your notice, acknowledges it and proceeds to terminate your access to and use of Internet or Mobile Banking or the relevant portions thereof.

25.4 You agree and acknowledge that termination does not affect your liability or obligations in respect of Instructions received by Bank Islam prior to such termination that have been processed or are being processed by Bank Islam.

25.5 You further agree and acknowledge that where an Instruction was received by Bank Islam prior to such termination herein but has not been processed, and your access to Internet and Mobile Banking are thereafter terminated, you shall neither hold Bank Islam responsible nor liable for any failure to process the said Instruction.

25.6 Any rights and obligations under these Terms and Conditions shall survive the termination of these Terms and Conditions, shall continue to be in full force and effect thereafter.

## **26. Indemnity**

26.1 In addition and without prejudice to any other right or remedy of Bank Islam, whether under these Terms and Conditions or otherwise, you shall indemnify and hold Bank Islam harmless at all times from and against any and all loss suffered or incurred by Bank Islam as a result of any of the following:-

26.1.1 Any failure by you to comply with any of the Terms and Conditions herein contained; and/or

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26.1.2 Bank Islam acting in accordance with any Instructions or in any manner pursuant to these Terms and Conditions.

26.2 You agree and acknowledge that your obligation to indemnify Bank Islam herein shall survive the termination of these Terms and Conditions, Internet or Mobile Banking.

26.3 You shall indemnify and hold Bank Islam harmless at all times from and against any and all Fees and Charges or Taxes payable by you pursuant to these Terms and Conditions.

**27. Waiver**

The failure or delay on the part of Bank Islam in exercising any right, power, privilege or remedy under this Terms and Conditions upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by Bank Islam. Any waiver by Bank Islam shall not operate as a waiver of any subsequent default by you.

**28. Severability**

If any provision of this Terms and Conditions is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Terms and Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

**29. Variations of Terms and Conditions**

29.1 Bank Islam reserves the right to add, amend, delete or vary any of these terms and conditions by way of notice however Bank Islam will, subject to Clause 29.4 herein, give at least twenty one (21) days notice of any such addition or amendment to terms and conditions.

29.2 Notwithstanding the same, you should be able to view the revised Terms and Conditions upon access to Internet and Mobile Banking.

29.3 If you continue to use Internet or Mobile Banking after the effective date of any additional or amended terms and conditions, or where no effective date is specified, after a period of twenty one (21) days upon your receipt of such notice in accordance with Clause 32.1 herein, then you acknowledge and have accepted such additional or amended terms and conditions and agreed to be bound by them.

29.4 You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction of your Account, Bank Islam may proceed with making such changes and amendments without notice to you.

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**30. Successors Bound**

The Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title or you and on the successors in title, assigns of Bank Islam or of any company by which the business of Bank Islam may from the time be carried on, and you shall not be entitled to assign any of your rights or obligations under the Terms and Conditions herein unless with the express prior written consent of Bank Islam.

**31. Disputes and Enquiries**

31.1 Should there be any enquiries or require any assistance, please refer to Bank Islam's Contact Center at +603 26 900 900 or email at [contactcenter@bankislam.com.my](mailto:contactcenter@bankislam.com.my). For the avoidance of doubt, all telephone calls made to Bank Islam's Contact Centre shall be logged by Bank Islam. In addition, you are advised to read Bank Islam's Privacy Statement and Client Charter in [www.bankislam.biz](http://www.bankislam.biz).

31.2 In the event that you have any complaints and/or disputes arising from Internet and Mobile Banking and these Terms and Conditions, please refer the matter to Bank Islam at the address stated in Clause 32.2 below and specifying the nature of your complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.

31.3 Subject to Clause 31.4 herein, you may be required to disclose to Bank Islam all relevant information relating to any report, query or complaint including but not limited to your name, the relevant Account(s) number(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error, disputed transaction, query or complaint, as maybe relevant. Notwithstanding this, you shall not, at any time and under any circumstances whatsoever, disclose your Authentication to any of Bank Islam staff or representative.

31.4 Where any communication involves your sensitive or confidential information whether in relation to your Account(s) or any transactions made in relation thereto or otherwise, Bank Islam does not encourage the communication of any such information via electronic-mail ("e-mail") and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold Bank Islam responsible or liable for the security of such information or any loss suffered in relation thereto.

31.5 In the event that Bank Islam requests you to make such report, complaint or query in writing to Bank Islam, you shall do so within seven (7) days thereafter. If no such written report, complaint or query is received by Bank Islam within the said period, Bank Islam will not be under any obligation to conduct any investigation and answer any such query or complaint.

31.6 Subject to Clause 31.7 herein, Bank Islam shall endeavour to investigate the complaint, answer the query or inform you the results of its investigation as soon as practicable or in any case within fourteen (14) days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 31.5, within fourteen (14) days of receipt of such subsequent written report, query or complaint.

31.7 If Bank Islam requires more time to conduct its investigation, Bank Islam shall extend the period stated in Clause 31.6 above to such reasonable period which shall as far as reasonably possible not exceeding thirty (30) days from the date of receipt of such report, query or complaint or where a subsequent written report, query or complaint is

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requested by Bank Islam pursuant to Clause 31.5 herein, within thirty (30) days of receipt of such subsequent written report, query or complaint.

- 31.8 You shall as far as possible co-operate and assist Bank Islam in the conduct of its investigations, including allowing Bank Islam and its investigation team to access the device(s) used for the disputed transaction such as the personal computers, laptops, tablets, mobile devices within five (5) Business Days from the date you reported your query or complaint to Bank Islam's Contact Centre as stated in Clause 31.1 herein.
- 31.9 Subject to the provisions of these Terms and Conditions, upon the completion of an investigation, Bank Islam shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your Account(s) and notify you of the adjustments made pursuant thereto.
- 31.10 In any case, Bank Islam shall inform you of the results of the investigation within twenty one (21) days of the completion of Bank Islam's investigations in Clause 31.6 or 31.7 herein, as the case may be.
- 31.11 Subject to Clause 20 herein, Bank Islam, as the case may be, assures total reimbursement to you in the event you suffer monetary losses due to direct loss from your Account arising from your use of Internet and Mobile Banking and the Banking Services provided always the losses were due to Bank Islam's system malfunctioning wherein such malfunctioning will be subject to confirmation by Bank Islam,.
- 31.12 Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome by referring such complaint to the Ombudsman for Financial Services.

**32. Notices**

- 32.1 You hereby consent to all notices and other communications which concern the Internet or Mobile Banking or are required under these Terms and Conditions or may be given by Bank Islam in any on one of the following manners:-
- 32.1.1 By ordinary post to your last known address in Bank Islam's records and such notification shall be deemed received two (2) days after posting.
- 32.1.2 By electronic mail to your last known e-mail address in Bank Islam's records and such notification shall be deemed received twenty four (24) hours after sending.
- 32.1.3 By being displayed in Bank Islam premises and such notification shall be deemed effective upon such display.
- 32.1.4 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.
- 32.1.5 By inserting a notice in Bank Islam's Statement of Account to you 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 you.
- 32.1.6 Broadcasting a message on Bank Islam Internet Banking website or Mobile Banking app.
- 32.1.7 If notified to you in any other manner as communicated by Bank Islam.
- 32.2 All notices to Bank Islam concerning the Internet and Mobile Banking and these Terms and Conditions shall be in writing, signed by you and sent to Bank Islam at the following address or in such other way as Bank Islam may notify you from time to time:

**PART B: TERMS AND CONDITIONS OF BANK ISLAM INTERNET AND MOBILE BANKING**  
(Effective Date: 8 May 2021)

**Bank Islam Malaysia Berhad**  
**eChannels Department, Operations**  
**18<sup>th</sup> Floor, Menara Bank Islam**  
**No 22 Jalan Perak**  
**50450 Kuala Lumpur.**  
**Telephone: +603 2690 0900**  
**Fax: +603 2782 1351**  
**Email: [contactcenter@bankislam.com.my](mailto:contactcenter@bankislam.com.my)**

**33. 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 Internet and Mobile Banking and these Terms and Conditions, which cannot be resolved in the manner specified in Clause 31 above, shall be referred to the Courts of Malaysia situated in Kuala Lumpur.