TERMS AND CONDITIONS OF ACCESS AND USAGE OF WEBSITE

(Effective date: 20 April 2025)

Summary of Changes

Key updates include, but are not limited to:

- **Submission of Foreign Outward Telegraphic Transfer (FOTT) file under Sub-Clause 22.3**
- **Exclusion of Liabilities under Clause 26**
- **Update of Bank Islam's address and contact details under Sub-Clause 38.2**
- **Dispute and Enquiries under Clause 39**
- **Alternative complaint channel's contact details and operation hour under Sub-Clause 39.12**
- **Non-Discriminatory Practices and Obligations under Clause 40**

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY FOR CUSTOMER'S ACCESS AND USE OF THIS WEBSITE AND THE EBANKER PRO SERVICES PROVIDED BY BANK ISLAM. CUSTOMERS ARE ADVISED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS BEFORE SUBSCRIBING ANY PRODUCTS OR SERVICES AND/OR PARTICIPATE IN ANY OF BANK ISLAM'S CAMPAIGNS AND PROMOTIONS.

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BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE E-BANKER PRO SERVICES, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

These Terms and Conditions shall govern the Customer's use of Bank Islam eBanker Pro Services (as hereinafter defined). These Terms and Conditions are to be read together with DuitNow Terms and Conditions, Terms and Conditions of JomPAY, the terms and conditions of relevant Account(s) (as hereinafter defined) which may be accessed by Customer through the eBanker Pro Services.

If the Customer is not agreeable with any of these terms and conditions, please immediately discontinue Customer's access to this website and/or use of the eBanker Pro Services and notify Bank Islam immediately.

Definitions

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

Account (s)	means any account that Customer maintained with Bank Islam which may be accessed through the eBanker Pro, as may be determined by Bank Islam from time to time.

Account Terms	means the terms and conditions of the relevant Account(s) which may be accessed through the eBanker Pro.
Bank Islam	means Bank Islam Malaysia Berhad (Company No. 198301002944 (98127-X)), a company incorporated in Malaysia having its registered office at 32nd Floor, Menara Bank Islam, No. 22 Jalan Perak, 50450 Kuala Lumpur and includes its successors-in-title and assigns.
Banking Services	means products and services of Bank Islam which are made available to the Customer on Bank Islam's eBanker Pro.
Biller	means the Government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the JomPAY Scheme to collect bill payments.
Biller Code	means an alphanumeric code uniquely identifying either: • a Biller; or
	• a Biller's product or service category for purposes of routing payments to the Biller.
Bill	means the latest bill, renewal notice and/or payment demand received by the Customer from a Service Provider.
Browser	means a software use to navigate the internet.
Business Day	means any day from Monday to Friday on which Bank Islam is open for business in Kuala Lumpur or Sunday to Thursday for Johor, Terengganu, Kedah and Kelantan and exclude public holiday in Malaysia.
Customer	means the valid legal entity (non-individual) (including it authorized personnel) who subscribes Bank Islam eBanker Pro Services.
Designated Account	means one or more of the accounts designated by the Customer for effecting transactions relating to the eBanker Pro Services and for the debit of all fees, commissions and charges for the eBanker Pro Services.
eBanker Pro	means the system provided by Bank Islam to enable customer to perform online banking transactions subject to these Terms and Conditions with the use of a personal computer terminal or any electronic device through the internet browser upon the correct input of Customer's User ID, Password and Security Devices (if applicable);
eBanker Pro Services	means the services which are made available to the Customer as stated in Bank Islam's website which include but not limited to account balance inquiry, fund transfer, bill payment & JomPay, bill presentment (MyGST Payment), Payroll, remittance (RENTAS and Foreign Telegraphic Transfer), payment to Statutory Body (EPF, SOCSO, LHDN), Payment to Tabung Haji and Zakat.

eMasjid	means the eBanker Pro Services tailored particularly for Mosque or Surau users.
eBanker Pro Lite	means the eBanker Pro Services tailored particularly for SME users.
eBanker Pro iGFMAS	means the eBanker Pro Services for Jabatan Akauntan Negara Malaysia users.
eBanker Pro iSPEKS	means the eBanker Pro Services for Bendahari Negeri users.
EFMS	Enterprise Fraud Management System
Equipment	means the equipment such as computer and internet line which are necessary in order to operate the eBanker Pro Services.
Entrust Datacard	means a company, Entrust Datacard Corporation, that supplies Entrust security device and soft token application to Bank Islam that is used to authorize eBanker Pro Services transactions.
FOTT	Foreign Outward Telegraphic Transfer
FPX	means real time internet-based online payment system which enables buyer to make secured online payments using eBanker Pro.
IBG or Interbank GIRO	means an interbank payment and funds transfer to other banks using PayNet exchange.
IBG Same Day Cut-Off	means the deadline on a Business Day
DuitNow	means a service which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.
JomPAY	means bill payment services managed by PayNet.
JomPAY brand	means the brand, icon, logo and/or marks for the JomPAY Scheme.
JomPAY Scheme	means a service offered by PayNet which facilitates industry wide bill payments using standard Biller Code(s) and Recipient Reference Numbers.
User ID	means a log in name comprising of alphanumeric characters during first time registration. It is required by eBanker Pro to identify the log in user before granting access to eBanker Pro.
User Guide	means the user guide issued by Bank Islam relating to the eBanker Pro Services and includes any updates or other guides as may be issued by Bank Islam from time to time.

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Operating System	means a software that supports a computer basic function such manages the computer hardware and software.
PayNet	means Payments Network Malaysia Sdn Bhd (Company No: 200801035403 (836743-D)) that operate payment systems and financial market infrastructures.
Password	means a unique string of characters (includes alphanumeric and selected symbols) chosen by the Customer and known only to Customer and Bank Islam's computer system constitutes the other part of customer's electronic signature which must be keyed in by the Customer in order for eBanker Pro system to authenticate Customer's User ID and grant Customer access to the eBanker Pro Services.
Participant	means Bank Islam, being a member of the JomPAY Scheme.
Payer	means individuals, companies, body corporates, government agencies, statutory bodies, societies and other Customers that make payments to Billers using JomPAY.
PIN	means the acronym for "Personal Identification Number" which is created via a Security device provided by Bank Islam to enable the Customer to authorize transactions.
Pin Mailer	means the document containing the User ID, Temporary Password, User Role and Hardware token serial number (for Corporate System Authoriser and Authoriser) to access to eBanker Pro Services generate by eBanker Pro to the Customer via email.
Recipient Reference Number or RRN	means a unique identifier of the bill account assigned by a Biller to a Payer, printed as reference on a Bill.
Ringgit Malaysia or RM	means the lawful currency of Malaysia.
Remittance	means the transfer of funds by way of RENTAS and Telegraphic Transfers and includes any other means whereby funds may be transferred by Bank Islam to another financial institution or third party.
Terms and Conditions	means these Terms and Conditions governing the use of Bank Islam's eBanker Pro Services.
Transaction Record	means a record of any transactions performed by Customer via eBanker Pro.
Security Device	means security device provided by Entrust Datacard or any other authorized party which is appointed by Bank Islam that is used to authorize eBanker Pro transactions.
Service Provider	means billing corporations approved by Bank Islam from time to time and displayed on the eBanker Pro bill payment screen.

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Interpretation

i. Words importing the singular shall include the plural and vice versa.

ii. Words importing the masculine gender shall include the feminine and neuter genders and vice versa.

iii. 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.

iv. 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.

v. 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 this Terms and Conditions shall prevail.

A. USAGE OF EBANKER PRO SERVICES/WEBSITE ACCESS

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1. Application of these Terms and Conditions

1.1. The Terms and Conditions herein and all supplements, amendments and variations shall collectively constitute the agreement between the Customer and Bank Islam and shall apply to Bank Islam's eBanker Pro Services.

1.2. The Terms and Conditions operate in conjunction with the respective terms and conditions and rules and regulations governing the relevant Account(s), which the Customer is advised to read and understand before agreeing to be bound by the use of the eBanker Pro website or any of its pages.

1.3. All products and services provided by Bank Islam are subjected to these Terms and Conditions, including the offering of services under eMasjid and eBanker Pro Lite and to be read together with eBanker Pro Services offered where relevant.

2. General

2.1 The information, material, content or advice contained in this website does not constitute an invitation to treat or offer to enter into legally binding contract with Bank Islam and is provided for general information only.

2.2 The information, material, products and services described or offered in this website are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Bank Islam to any restriction within such jurisdiction or country.

2.3 The Customer is advised to seek independent legal, financial or other advice as the Customer

deems necessary at all times before making any decision based on any such information, material, content or advice.

2.4 The Customer shall be solely responsible in making his own assessment when accessing and using this website, the contents and services herein. Further, by assessing and using the services under these Terms and Conditions shall be at Customer's sole rights at all times.

3. Disclaimers

3.1 References to information and material contained on the website include such information and material that may be provided by third parties. Bank Islam advises the Customer to visit, telephone, e-mail, fax or write to such parties for more information or to confirm the information contained herein.

3.2 Bank Islam does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. With derogation of the above and/or the Terms and Conditions of the applicable Terms and Conditions governing all the products and services of Bank Islam, reasonable measures will be taken by Bank Islam to ensure the accuracy and validity of all information relating to the transactions and products of Bank Islam.

3.3 Bank Islam shall not be responsible or liable for any loss or damage, caused or incurred or suffered by the Customer or any other person as a consequence of the use of Bank Islam's eBanker Pro Services except if the loss or damage is caused or incurred or suffered by the customer is directly attributable to Bank Islam's gross negligence, wilful default or fraudulent conduct.

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3.4 Further, Bank Islam does not warrant or represent that access to the whole or parts of the website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's computer, laptop, tablet, mobile device, or any other devices that are used to access the above.

4. Links

4.1 Throughout the Customer's access of this website and use of the services herein, the Customer will come across hyperlinks to third parties' websites, which are not under Bank Islam's control, unless stated otherwise. These hyperlinks are provided for the Customer's reference only and do not represent in any way whatsoever Bank Islam's endorsement or sanction of the same. Accordingly, Bank Islam shall not be responsible or liable for the Customer's access and use of the same or any information or materials available therein. Bank Islam shall also not be responsible for any form of transmission or communication between the Customer and the said third parties or the Customer's participation or use of their information, materials, services or promotions. For this purpose, the Customer agrees to be solely responsible for the same or any portion thereof.

5. Customer's Conduct

5.1 The Customer agrees that the access of this website and use of the services herein shall at all times be in accordance with all legislation, laws and regulations governing the same and the Customer shall not, at any time whatsoever, attempt or assist any other person to transmit any

materials, data, communication and/or information ("Content"), through this website or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or paedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency involving any Shariah non-compliance event. The Customer also agrees not to hack or attempt to gain unauthorised access into this website and the Banking Services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this website and the services herein. If at any time the Customer discovers or suspects the occurrence of any of these activities, the Customer is required to notify Bank Islam immediately and in failing or delaying to do so, the Customer may also be held liable for the same.

5.2 Bank Islam is not obliged to monitor or review the Customer's access of this website or use of the Banking Services herein. However, Bank Islam may do so from time to time for Bank Islam's own purposes or where Bank Islam is compelled to do so under these Terms and Conditions, without any liability whatsoever to the Customer.

5.3 The Customer in using the eBanker Pro Services undertakes and agrees:

- to ensure that only persons duly authorized ("the Authorised Persons") by the Customer shall have access and/or perform transactions under the eBanker Pro Services;
- to observe all safeguards and security measures as may be prescribed by Bank Islam from time to time in connection with the eBanker Pro Services including the safety of its User ID and Password; and
- to ensure the Authorised Persons will at all times observe all instruction or user guide(s) published or supplied by Bank Islam on the use and operation of the eBanker Pro Services.

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5.4 The Customer shall, at all times, be responsible for obtaining and using the necessary internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to eBanker Pro Services at the Customer's own risk and expense.

5.5 The Customer shall be responsible for the maintenance of any account that the Customer may have with a network service provider for the Customer's to access to eBanker Pro Services and the Customer hereby agrees, acknowledges and understands that such access will, to that extent, be subject to the terms and conditions of the Customer's network service provider.

5.6 The Customer acknowledges and agrees that Bank Islam shall not be held liable for the Customer's inability to access eBanker Pro Services or any part thereof, rejection of Customer's transactions, the incorrect processing of the Customer's transactions as a result of the Customer's failure to maintain the Customer's account with the network service provider or the Customer's 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.

5.7 The Customer agrees to observe all security measures in relation to the Customer's Account(s) including the access and use of eBanker Pro Services as specified in these Terms and Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.

5.8 The Customer shall furnish Bank Islam with complete, accurate, and timely data, information, and instructions in relation to or in connection with any transactions and performance made through eBanker Pro Services.

5.9 The Customer shall not interfere with the access to and use of eBanker Pro Services or Banking Services by other customers and the Customer shall not use eBanker Pro Services for any purpose

other than conducting authorised transactions pertaining to Customer's Account(s). Customer shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into eBanker Pro Services, any other customer's account(s) and/or the Banking Service(s), for any purpose whatsoever.

5.10 The Customer shall observe all reasonable propriety and etiquette in the Customer's communications with Bank Islam and shall not communicate any obscene or defamatory information to Bank Islam whether through eBanker Pro Services or otherwise.

5.11 The Customer is advised to check notice sent by Bank Islam to ensure Customer is aware of any update of Bank Islam's relevant and applicable policies and practices and other terms applicable to Customer's Account(s), the Banking Services and eBanker Pro Services.

5.12 The Customer shall not install or use eBanker Pro Services 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 caution against installing eBanker Pro Services in any hacked tablets and mobile devices.

5.13 The Customer shall at all times ensure that the eBanker Pro Services shall be used solely in compliance with the Shariah principles.

6. Confidential Information

6.1 The Customer is advised to read and understand Bank Islam Privacy Notice (which is available at https://eBankerPro.bankislam.biz) and this Terms and Conditions. Customer's continuance access of this website shall be regarded as that Customer agree to be bound to the said Privacy Notice and Terms and Conditions.

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6.2 In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents, for the purpose of opening or operating their account(s) or facility(ies) with Bank Islam or otherwise subscribing to Bank Islam's products and services, the Customer:

a. confirms it has obtained their consent or are otherwise entitled to provide this information to Bank Islam and for Bank Islam to use it in accordance with these Terms and Conditions of Bank Islam's eBanker Pro Services;
b. agrees to ensure that the personal and financial information of the said third parties is accurate;
c. agrees to update Bank Islam in writing in the event of any material change to the said personal and financial information; and
d. agrees to Bank Islam's right to terminate Bank Islam's eBanker Pro Services should such consent be withdrawn by any of the said third parties.

6.3 Where the Customer instructs Bank Islam to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) shall be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing Bank Islam and/or Bank Islam's agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on behalf of themselves and others involved in the said cross-border transaction.

6.4 Even after the Customer has provided Bank Islam with any information, the Customer will have

the option to withdraw the consent given earlier. In such instances, Bank Islam will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is or are linked with such information.

6.5 Bank Islam reserves the right to amend this clause from time to time and shall provide twenty-one (21) days prior notification to the Customer in writing and place any such amendments on Bank Islam websites and/or by placing notices at the banking halls or at prominent locations within Bank Islam's branches.

6.6 This clause shall be without prejudice to any other clause in Terms and Conditions of Bank Islam's eBanker Pro Services which provides for the disclosure of information.

7. Copyright

7.1 Unless otherwise indicated, the copyright on the website and its contents, including but not limited to the text, images, graphics, sound files, video files, and their arrangement, are the property of Bank Islam, and are protected by applicable Malaysian and international copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, broadcasted, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of Bank Islam.

7.2 The Customer also may not, without Bank Islam's express prior written consent, insert a link to this website on any other website, frame or "mirror" any material contained on this website on any other server.

7.3 Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of Bank Islam's website may be in breach of statutory or common law rights which could be the subject of legal action. Bank Islam disclaims all liability which may arise from any unauthorised reproduction or use of the contents of Bank Islam's website.

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8. Trademarks

8.1 All trademarks, service marks, and logos displayed in this website are the property of Bank Islam and/or their respective third-party proprietors as identified on the website.

8.2 Unless the prior written consent of Bank Islam or the relevant third-party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of Bank Islam or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to Bank Islam's website or any other site.

9. Exclusion

9.1 Bank Islam shall not be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of savings arising in connection with Customer access or use or the inability to access or use this website (or any third party link to or from Bank Islam's website).

10. Miscellaneous

10.1 Bank Islam reserves the right to modify, vary or amend (including limit, replace or delete) this website, the services herein and the Content or any portion thereof as well as to terminate or restrict Customer's access and/or use of the same at any time. Pursuant thereto, where Bank Islam believes that such modifications are substantial or materially affect your access and use of the same, Bank Islam shall notify Customer of such modifications by notice, among others, displayed on this Website at least seven (7) days before the said modifications come into effect, except where circumstances beyond Bank Islam's control, limit, ability and efforts to do so.

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THE EBANKER PRO SERVICES

11. Application to Subscribe to eBanker Pro Services

11.1 Customer must have an existing Account with Bank Islam in order to subscribe for eBanker Pro Services. The Customer is also required to complete and submit the relevant form(s) or documentation as prescribed by Bank Islam.

11.2 The Customer acknowledges and agrees that Bank Islam has the right whether to accept or reject the application for eBanker Pro Services. Bank may disclose the reason for declining subject to any restriction under any written law.

12. Account Terms and Conditions

12.1 The Customer's use of the eBanker Pro Services is governed by these Terms and Conditions, to be read together with DuitNow Terms and Conditions, Terms and Conditions of JomPAY, the relevant Account Terms, the terms and conditions governing the accounts, services and/or products of Bank Islam, Bank Islam's rules and regulations and the rules and regulations of any funds transfer system to which Bank Islam is subject to.

12.2 The Customer is required and hereby agrees to properly maintain and comply with the relevant Account Terms and any other rules and/or regulations governing the said account(s).

13. Equipment And Network Access

13.1 The Customer, shall at its own cost and expense, be responsible for the purchase, cost, installation and operation of the computer equipment, for the software (including internet browser software) used in accessing the eBanker Pro Services and for the maintenance of an account with a network service provider to enable Customer to access the eBanker Pro Services.

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13.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the network service provider and any other third parties.

14. Access to the eBanker Pro Services

14.1 The Customer shall appoint, and/or nominate the Corporate System Administrator in the application form together with the Corporate System Authoriser(s) for the purpose of eBanker Pro Services. Customer shall notify Bank Islam for any changes to the Corporate System Administrator and Corporate System Authoriser(s).

14.2 The Customer further agrees that the Corporate System Administrator and Corporate System Authoriser is empowered to appoint, nominate and/or update the end user which includes Corporate Maker, Corporate Checker, Corporate Observer, Corporate Authoriser, Corporate Releaser and any other role created by Bank Islam for eBanker Pro to perform transaction(s) and/or access to eBanker Pro Services.

14.3 Upon the online registration of the eBanker Pro Services and subject to the Corporate System Administrator maintenance of the relevant Account(s) with Bank Islam, the Customer will be able to access the following eBanker Pro Services:-

a) Account Information, Transaction History, Account Summary; View FX Rate, Trade Finance Account Inquiry

b) Funds Transfer, Third Party Account Fund Transfer, DuitNow;

c) Direct Bill Payment with Service Provider; JomPAY
d) Cheque management which includes cheque book request, cheque status inquiry, cheque return inquiry and stop cheque;
e) Such other banking services as Bank Islam and/or any other third party may from time to time, make available to the Customer on the eBanker Pro Services; and/or
f) Any other services selected and as confirmed by Customer in the registration form.

15. Authorisation

15.1 The Customer hereby authorises Bank Islam to act in accordance with the written instruction(s) given by the Customer as set out in the Board Resolution or Letter of Instruction in respect of the eBanker Pro Services including but not limited to authorizing Bank Islam to withdraw, transfer or otherwise deal with any and/or of the Customer's monies in any account(s) maintained with Bank Islam.

16. Instructions

16.1 The Customer hereby further agrees that such instruction(s) given by the company shall be binding on themselves upon their transmission to Bank Islam. The instruction(s) given are Transaction Record submitted via eBanker Pro Services for execution.

16.2 The Customer agrees that it is the Customer's responsibility to review regularly the Transaction Record and the Customer further agrees that save and except for negligence, wilful default or misconduct and/or breach of specified terms on the part of Bank Islam, the Customer shall not hold Bank Islam liable for any damage, interruptions, omission, errors, delay or from its non-receipt or misinterpretation of the Customer's instructions.

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16.3 The Customer shall, at all times, be responsible for all instruction(s) transmitted to Bank Islam and hereby agrees and acknowledges that Bank Islam would be entitled to rely on and treat any instruction(s) made, submitted or effected pursuant to the use of eBanker Pro Services.

16.4 Should the Customer have any reason to believe that an instruction has not been accurately or completely received by Bank Islam, the Customer shall inform Bank Islam immediately by telephone at its eBanker Pro Services Customer Helpdesk at 03 2782 1314 or 1315 (from 9:00am to 6:00pm Monday to Friday except on public holiday in the Federal Territory of Kuala Lumpur) and in any case not later than twenty-four (24) hours after transmission of the relevant instruction(s) by the Customer.

16.5 Bank Islam reserves the right to refuse to carry out any instructions given by the Customer for any reason, including but not limited, where such instructions are in violation of any of these Terms and Conditions and/or such instructions are inconsistent with any of Bank Islam's policies and other rules and regulations as may be in-force from time to time.

17. Availability of eBanker Pro Services

17.1 The eBanker Pro Services are intended to be available twenty-four (24) hours and seven (7) days a week. However, the Customer acknowledges that at certain times some or all of the eBanker Pro Services may not be available and not accessible due to system maintenance or for any reasons beyond the control of Bank Islam. Bank Islam will use reasonable efforts to notify the Customer on eBanker Pro Services unavailability from time to time.

17.2 In the event that any or all of the eBanker Pro Services are not accessible for whatever reason, the Customer may use alternative means, including but not limited to Bank Islam's branch, to issue instructions in respect of the eBanker Pro Services.

18. Account(s) Information

18.1 The Customer acknowledges that any information pertaining to Customer's Account(s) as stated through the eBanker Pro Services 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 of Bank Islam or are in progress.

19. Bill Payment

19.1 Bank Islam may at any time and from time to time, with notice, withdraw the Service Provider(s) from its list or amend its list of Service Provider(s).

19.2 The Customer shall allow at least three (3) days for receipt of payment by the Service Provider(s) subject to frequency of the Service Provider(s) to effect such payment made by the Customer and update its records.

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19.3 The Customer acknowledges that each Service Provider(s) may have their requirements on the procedures of bills settlement, effective date of each payment and the terms applicable of such payments. The Customer shall abide by the requirements and terms and conditions of respective Service Provider(s) in respect of the settlement of their respective bills as may be varied from time to time.

20. Management of Bankers Cheques Services

20.1 The service is provided to assist the Customer to print bankers' cheques and the ability to display additional details along with the bankers' cheque.

20.2 All bankers' cheques issued by Bank Islam for and on behalf of the Customer must be:

20.2.1 In account payee form only; and

20.2.2 Issued in Ringgit Malaysia only.

20.3 Bank Islam is authorised to:

20.3.1 Hold any bankers' cheques upon its issuance for the Customers' collection; and/or

20.3.2 Upon Customer's instruction and at the Customer's risk, send the bankers cheques to Customer or Beneficiaries by mail or courier; and/or

20.3.3 Issue bankers cheque if there are available funds in the Designated Account with the relevant amount required for the payment and the relevant fees and/or charges.

20.4 Bank Islam may reject any payment instruction received by Bank Islam due to the following:

a) If any of information in the payment instruction is incomplete and/or ambiguous;

b) If the payment instruction is not in the form or format prescribed or approved by Bank Islam at relevant time; and/or

c) If the condition imposed on the fund's availability in the Designated Account as stipulated in Clause 20.3.3 above is not complied with.

20.5 Any payment instruction received after the cut-off time (as stated in Bank Islam's website or eBanker Pro) will be processed on the next working day.

20.6 In the event of any loss or stolen bankers' cheque, the Customer shall immediately report to Bank Islam or perform stop or cancel payment in eBanker Pro. Bank Islam may upon the Customer's request reissue banker's cheque.

20.7 If stop or cancel payment of any cheque is not permitted by the law or any guidelines issued by Bank Negara Malaysia or any other authority, Bank Islam has the right not to accede to the Customer 's request to stop or cancel payment of the said cheque.

20.8 If any cheque is not presented for payment on or before its expiry date, then Bank Islam will upon the expiry date of that cheque credit to the Customer's Account(s) the amount of that cheque.

21. Transfers and Payments

21.1 Bank Islam may request for any additional verification and/or information prior to the execution of any transfers or payments instructions. For the avoidance of doubt, Bank Islam shall not be responsible nor liable for any loss which the 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.

21.2 The Customer acknowledges that Bank Islam may specify limits on the number of transactions the Customer may make using Bank Islam's transfers and payments services and the amounts to be transferred or paid under the same.

21.3 Bank Islam will use reasonable endeavour to execute any transfer and payment instructions promptly in accordance with the Customer's instructions subject always to the payments and transfers being made on a Business Day, regardless of these transfers and payments being made online real time or scheduled as a recurring transfer and/or payments.

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21.4 Bank Islam shall not be liable for any transfers or payments or any failure to complete or to execute a transfer or payment instruction where:

21.4.1 The Customer has an insufficient balance in the Customer's 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 charges that may be imposed by Bank Islam from time to time for the use of eBanker Pro Services and/or any of its Banking Services;

21.4.2 The Customer's relevant Account(s) is or are to be made subject to any legal process or other otherwise claim restricting such transactions or where the same is or are otherwise frozen, closed or suspended for any reason whatsoever;

21.4.3 The Service Provider (s) do or does not process the Customer's payment promptly and/or correctly;

21.4.4 The Customer has 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 is covered under Clause 21.4.2;

21.4.5 There is an error in the information or Instructions given by the Customer, during the course of transmission through eBanker Pro Services;

21.4.6 The Customer fails, neglects, omits or otherwise choose not to follow the latest or current instruction, procedures and directions for using eBanker Pro Services or the particular Banking Services offered thereunder; or

21.4.7 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.

21.5 The Customer may cancel the transfer or payment service pursuant to Clause 31 herein. Any unprocessed transfers or payments will be cancelled on the Business Day the Customer's cancellation request is received. If the Customer closes 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.

21.6 In making payment under bill presentment service the Customer;

21.6.1 expressly consent to the relevant Biller providing or making available to Bank Islam the bill(s) and the details and information therein;

21.6.2 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;

21.6.3 undertakes that the Customer 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;

21.6.4 undertakes that Customer have all necessary rights and authorisations to provide the consents stipulated in 21.6.1 and 21.6.2 above.

21.6.5 Under bill presentment service, Customer acknowledges that any bill viewing and/or payments made by Customer based on the bill presentment will be made under Bank Islam eBanker Pro Services and subject to the Terms and Conditions herein.

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22. **Foreign Remittances**

22.1 Foreign remittances allow the Customer to send funds to beneficiary's bank account in overseas. The conversion rate for any foreign remittance indicated on the visual screen on the Customer's personal computer at the time when the Customer issues any instructions for foreign remittances are estimates only. Bank Islam shall debit the Customer's Accounts with the Ringgit equivalent at the then prevailing rate of exchange for the relevant currency together with any other fee and charges which may be incurred at the time of processing the instructions. Bank Islam shall not be liable to the Customer for any loss incurred as a result of any fluctuation of rate during the exchange of currency.

22.2 The issuance of any foreign remittances shall also be subject to the Foreign Exchange Administration Rules guidelines issued by Bank Negara Malaysia for the time being in force.

22.3 Any FOTT file submitted on Business Day for processing shall be attended to on the same day, provided always that the requisite approval thereto has been duly obtained prior to the hour of three o'clock in the evening (3:00pm). Any FOTT file submitted after 3:00pm or outside Business Day, the processing of such file shall be deferred to the next Business Day.

23. Customer Responsibilities for Security

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

23.1 The Customer agrees and acknowledges that the Customer and its appointed person shall at all times keep the Customer's User ID, Password, and Secure Device PIN secured, and shall not share or disclose the User ID, Password, and Secure Device PIN to any person whatsoever, including any officers of Bank Islam.

23.2 The Customer shall, at all times, observe all security measures as may be prescribed by Bank Islam in relation to Customer's User ID, Password, and Secure Device PIN. The Customer shall take all reasonable precautions step to ensure that no other persons (except those who are authorised) to have access to the Customer's User ID, Password, and Secure Device PIN. Such precautions may include, among others, immediately memorizing the User ID, Password and Secure Device PIN and destroying any document on which it is stated (if any), not retaining the User ID, Password, and Secure Device PIN in any form except in memory, not leaving the computer or any devices unattended whilst accessing eBanker Pro Services and ensuring that others do not see the Customer entering of the Customer's User ID, Password, and Secure Device PIN upon access to eBanker Pro Services as well as ensuring the Customer properly log off from eBanker Pro Services upon completion of the Customer's use thereto.

23.3 The Customer agrees that the Customer shall, at all times, be responsible for all access and/or use of eBanker Pro Services made via the Customer's User ID, Password and Secure Device PIN whether it was in fact made by the Customer or by any other person(s) purporting to be the Customer.

23.4 If the Customer discover or have reasonable grounds to believe that the Customer's User ID, Password, and Secure Device PIN has been compromised in any way and/or the Customer have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for the Customer, the Customer shall immediately notify Bank Islam specified in Clause 39.1 and/or in accordance with such terms, conditions and/or procedures as may be stipulated by Bank Islam from time to time.

23.5 Subject to Clause 23.7 below, the Customer shall be liable for all such transactions, which are conducted through eBanker Pro Services. For the avoidance of doubt, the Customer shall be liable for all such transactions conducted through eBanker Pro Services up to the point of time notification is made and logged pursuant to Clause 23.4 above, or otherwise, up to the point of time notification is supposed to be made, which for the avoidance of doubt, is immediately upon the Customer discovering or having reasonable grounds to believe that the Customer's User ID, Password, and Secure Device pin has been compromised in any way and/or the Customer have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for the Customer. Where such notification is delayed for any reason, the Customer 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 the Customer is received and logged by Bank Islam subject to Clause 23.8 below.

PUBLIC

23.6 Upon Bank Islam's receipt of the Customer's notification made pursuant to Clause 23.4 above, the Customer agrees and acknowledges that Bank Islam may suspend the Customer's access to eBanker Pro Services until a new Customer's User ID, Password, and Secure Device PIN (as the case may be) is issued or applied for and/or such reported or unreported discrepancies are resolved by Bank Islam.

23.7 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of the Customer's User ID, Password, and Secure Device PIN is due to the Customer's actions, fraud, disclosure, abuse or misuse, which are deliberate, the Customer shall be liable for such use even if a notification is made pursuant to Clause 23.4 above.

23.8 Further and notwithstanding Clause 23.5 above, where the Customer has contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 23.4 above, the Customer shall, subject to Clause 23.7, be liable for the actual loss which occurred except for:

23.8.1 That portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the relevant Account; or

23.8.2 That portion of the total loss incurred which exceeds the amount of funds standing in

the Customer's Account.

23.9 In addition, the Customer is responsible for the Customer's own personal computer's or electronic device's anti-virus and security measures to prevent unauthorised access to the Customer's transactions and accounts via the service. The Customer shall comply with any other security rules prescribed by Bank Islam from time to time whether on the Website, under any other Terms and Conditions with Bank Islam, or otherwise notified to the Customer by Bank Islam.

23.10 The Customer is also responsible to log in to the correct webpage address for eBanker Pro Services.

23.11 The Customer is also responsible to verify the eBanker Pro webpage address rendered on the page. The Customer should only proceed to key-in their Password if the webpage address is the same. If the rendered webpage address is not the same or not available, the Customer should not proceed and immediately notify Bank Islam via Bank Islam eBanker Pro Customer Helpdesk specified in Clause 39.1 herein.

23.12 The Customer is also responsible not to utilize eBanker Pro Services through internet cafes or any public places offering internet services and the Customer is to log off from eBanker Pro Services before leaving the computer terminal.

23.13 The Customer is also responsible to immediately call Bank Islam's eBanker Pro Customer Helpdesk specified in Clause 39.1 when the Customer lost the Customer's computer, laptop or device used to access eBanker Pro Services.

23.14 The Customer is also advised to periodically check their 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, the Customer must immediately call Bank Islam's eBanker Pro Customer Helpdesk as specified in Clause 39.1 herein.

23.15 The Customer is also advised to read and understand the FAQs before attempting to use eBanker Pro Services and not to carry out any instructions or utilize eBanker Pro Services in the presence of any other person.

PUBLIC

24. Customer's Particulars

24.1 The Customer shall inform Bank Islam promptly for any changes or updates relating to the Customer's contact details such as telephone number and address.

24.2 No change in the contact details of the Customer howsoever brought about shall be effective or binding on Bank Islam unless the Customer has given to Bank Islam 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 Customer over which Bank Islam has no actual knowledge of at the time the act or thing was done or carried out.

25. Disclosure

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

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

b) relevant third parties such as professional advisers, strategic business partners and alliances, Service Provider(s), insurers or Takaful operators or insurance or Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the

operational activities of Bank Islam and whom are under legal obligation to the confidentiality of Customer's information;

c) any actual or potential participants or assignee, novatee or transferee of the Bank Islam 's rights and/or obligations under any transaction between Bank Islam and the Customer (or any agents or professional advisers);
d) any rating agency or direct or indirect provider of credit protection to Bank Islam;
e) any party as required by any law or any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal;
f) any credit reference agency that Bank Islam uses for credit assessment or credit review of Customer and parties related to the facilities provided by Bank Islam to Customer;
g) any financial crime references agencies, other financial institution and any of their respective agents;
h) any security party, guarantor or collateral provider for Customer's facilities.

25.2 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Notice in connection with the Personal Data Protection Act 2010 signed with Bank Islam and in the event of any inconsistency between the terms contained herein with the terms as set out in the Bank Islam Privacy Notice, the terms and conditions in the Privacy Notice shall prevail.

25.3 The Customer further acknowledges that the information provided by Customer to Bank Islam including the information regarding the Customer and any reportable account(s) may be shared with the tax authorities of the country or jurisdiction in which this account(s) is or are maintained and/or exchanged with any tax authorities of another country or jurisdiction or countries or jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which Bank Islam has obligation to exchange any account information.

PUBLIC

26. **Exclusion of Liabilities**

26.1 Bank Islam shall use all reasonable efforts to ensure the operation and provision of eBanker Pro Services and the Banking Services. However, the Customer agrees and acknowledges that Bank Islam does not make any warranties or representations of any kind whatsoever with respect to eBanker Pro Services and the Banking Services provided by Bank Islam, and/or its subsidiaries, affiliates and business partners whether express or implied. Subject to Clause 26.6 herein, 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 eBanker Pro Services and the Banking Services whether suffered by the Customer or any other person with the exception of losses which, subject to fraudulent or gross negligent conduct of Bank Islam's officers.

26.2 Without limiting the generality of Clause 26.1 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:-

26.2.1 Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server or other device or system whether or not owned, operated or maintained by the Customer or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any User ID, Password, Secure Device or instruction;

26.2.2 Any of the Banking Services not being accessible, available or functioning;

26.2.3 Any failure or delay caused by the Customer's internet browser, operating system, personal computer, electronic device or other software, computer virus or related problems;

26.2.4 The corruption, destruction, alteration, loss of or error in Customer's Instructions or any data or information in the course of transmission through eBanker Pro Services;

26.2.5 Any intrusion, interference or attack by any person, virus, trojan horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;

26.2.6 Any use of eBanker Pro Services on a jail- broken or rooted device;

26.2.7 Any loss, theft or unauthorised use of the Customer's User ID, Password and Security Device;

26.2.8 Any remote interception as a result of a malicious program stored in any telecommunications, computer or any other devices whether or not owned, operated or maintained by the Customer;

26.2.9 Any unauthorised access and/or use of eBanker Pro Services by any person, whether remotely or otherwise, only where such access or use arises directly from the customer's deliberate actions or negligence;

26.2.10 Any prohibition, suspension, delay or restriction of the Customer's access to eBanker Pro Services by the laws and regulations of any country from which the Customer access eBanker Pro;

26.2.11 Any prohibition, suspension, delay or restriction of the Customer's access to eBanker Pro Services caused by, relating to or in connection with Customer's network service provider;

26.2.12 Any inaccuracy or incompleteness of information, data or Instructions given by the Customer in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services;

26.2.13 The Customer's failure, neglect or omission to maintain sufficient funds in the relevant Account(s) to perform any of the Customer's Instructions;

26.2.14 The Customer's inability to perform any transactions due to limits set by Bank Islam from time to time;

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26.2.15 The Customer's failure, neglect or omission to act in accordance with these Terms and Conditions and any other rules, regulations, policies and guidelines currently in force;

26.2.16 Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under these Terms and Conditions;

26.2.17 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

26.2.18 Any loss which is caused by third parties.

26.3 While Bank Islam shall make reasonable efforts to ensure that the product information, fees and charges, and rates on their website are accurate and current, there may be instances where inaccurate or incomplete 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.

26.4 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 the Customer in any respect for any loss caused by or arising from Bank Islam's execution or implementation of such Instructions or any matter arising therefrom.

26.5 Without prejudice to the generality of the foregoing and notwithstanding any provision to the

contrary in these Terms and Conditions or in any other terms and conditions between Bank Islam and the Customer, Bank Islam shall not in any event be responsible or liable to the Customer for any indirect or consequential loss, or for punitive damages, whether arising from any breach of Bank Islam's obligations to the Customer or otherwise.

26.6 Where Bank Islam fails to observe the procedures on complaints and investigation as set out in Clause 39 or direct results in any of the following deficiencies:

26.6.1 Fraudulent or grossly negligent conduct of Bank Islam's officers that compromises the complaint resolution process;

26.6.2 A prejudiced outcome of the complaint or undue delay in its resolution due to a system breakdown or deficiencies within Bank Islam's relevant systems, where such deficiencies directly impact the Bank's ability to process, investigate or resolve the compliant;

26.6.3 The issuance of passcodes, security credentials, or security devices by Bank Islam that are forged, faulty, or subsequently cancelled, leading to unauthorised transactions;

26.6.4 Transactions occurring before the customer has received the necessary passcode, security credential, or security device from Bank Islam;

26.6.5 Transactions occurring after the customer has notified Bank Islam of an unauthorised transaction, compromised security device, or breached passcode, where the Bank has failed to take appropriate action to prevent further losses;

26.6.6 Failure to resolve any contradictory evidence identified during the investigation of the unauthorised transaction, where such failure adversely impacts the complaint resolution;

26.6.7 Failure to take reasonable steps to adequately remind the customer of their obligations under **Clause 40.2(c)**, where such failure contributes to the dispute;

26.6.8 Security vulnerabilities or weaknesses in Bank Islam's fraud prevention mechanisms, including but not limited to the failure to:

- Implement reasonable measures to prevent account takeovers using stolen banking credentials;
- Detect and block suspicious transactions in timely manner (EFMS in planning);
- Enhance fraud detection mechanisms upon identifying new fraud techniques (EFMS in planning).

26.6.9 Any other circumstances where a failure to comply with Clause 39 materially impacts the integrity, accuracy or timeliness of the dispute resolution process.

Subject to Clauses 23.5, 23.7 and 23.8, Bank Islam may be liable to the Customer for up to the full amount of the disputed transaction in accordance with the provisions set out in this Clause.

PUBLIC

27. Proprietary Rights

27.1 The Customer acknowledges that all proprietary rights (including without limitation title, pattern rights and copy rights) in the eBanker Pro Services shall at all times vest and remain vested with Bank Islam.

28. Fees and Charges

28.1 The Customer shall pay any fees, commission and charges, all levies and taxes including service tax whichever is applicable in respect of such eBanker Pro Services under or otherwise howsoever relating to Customer's Account.

28.2 Bank Islam may inform the Customer of:-

28.2.1 Such fees and charges and/or any variations thereof by giving twenty-one (21) days prior

notice in accordance with clause 38 herein; or.

28.2.2 Such taxes (including service tax).

Should the Customer disagree with the imposition of such fees and charges or taxes and/or variations thereof, the Customer shall cease to use eBanker Pro Services to which such Fees and Charges or taxes relate to. The Customer's continuance usage and access of eBanker Pro Services or the particular Banking Service to which such fees & charges, taxes and/or variations relate to shall be deemed as Customer's Terms and Conditions and binding acceptance of the same.

28.3 The Customer agrees and acknowledges that Bank Islam reserves the right to debit the Customer's 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 eBanker Pro Services and the Banking Services provided thereunder.

28.4 The Customer agrees and acknowledges that all fees, charges, taxes and duties including but not limited to telephone and telecommunication charges, relating to Customer's access and connection to eBanker Pro Services including any fees and charges imposed by any network service provider shall be borne solely by the Customer, and Bank Islam shall neither be responsible nor liable in relation thereto. The Customers may refer to Bank Islam's website for full fee and charges.

29. International Use

29.1 The use of the eBanker Pro Services outside of Malaysia is subjected 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.

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

29.3 The Customer hereby agrees that he is using the eBanker Pro Services his own initiative and is responsible for the Customer's own compliance with local laws.

30. Product Cut-off Time and Processing

30.1 The Product Cut-off Time and Processing time with respect to eBanker Pro are particularly stated in Bank Islam's website.

31. Termination of Services

31.1 Subject to Clause 31.3, the Customer agrees and acknowledges that Bank Islam reserves the right to suspend, terminate or restrict the Customer's access to eBanker Pro Services or any part thereof for any reason, by giving seven (7) days prior notice to the Customer. For avoidance of doubt, upon receiving such notice, Customer shall make necessary arrangement for all Customer's future and/or recurring transaction. Bank Islam shall not be held liable by Customer 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 are except where such losses and damages were directly attributable by Bank Islam's gross negligence, wilful default or fraud.

31.2 Notwithstanding the generality of Clause 31.1 herein, Bank Islam may terminate, suspend or restrict Customer's access to eBanker Pro Services immediately upon giving Customer notice, if:-

31.2.1 the Customer ceases to maintain any Account(s) with Bank Islam which can be accessed via eBanker Pro;

31.2.2 the Customer breaches any term, condition imposed by Bank Islam or provision of these

Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto;

31.2.3 If the Customer fails to pay any fees and charges or taxes when due;

31.2.4 If the Customer has provided Bank Islam with false or incomplete information for Customer's access to or use of eBanker Pro Services;

31.2.5 If the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

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

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

31.2.8 If 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 the Customer's access to eBanker Pro Services regardless of whether the relevant authorities have the legal or valid authority to request Bank Islam.

31.3 The Customer may terminate Customer's access to and use of eBanker Pro Services at any time, by giving at least thirty (30) days prior written notice to Bank Islam. The notification will be effective upon the acknowledgement of receipt by Bank Islam. Thereafter upon expiry of the notice period of thirty (30) days, Bank Islam shall proceed to terminate Customer's access to and use of eBanker Pro Services or the relevant portions thereof.

31.4 The Customer agrees and acknowledges that termination does not affect the Customer's 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.

31.5 The Customer further agrees and acknowledges that where an instruction was received by Bank Islam prior to such termination herein but has not been processed, and the Customer's access to eBanker Pro Services is thereafter terminated, the Customer shall neither hold Bank Islam responsible nor liable for any failure to process the said Instruction.

PUBLIC

31.6 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.

32. Indemnity

32.1 In addition, and without prejudice to any other right or remedy of Bank Islam, whether under this Terms and Conditions or otherwise, the Customer 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:

- Any failure by the Customer to comply with any of the terms and conditions herein contained; and/or
- Bank Islam acting in accordance with any Instructions or in any manner pursuant to this Terms and Conditions.

32.2 The Customer agrees and acknowledges that the Customer's obligation to indemnify Bank Islam herein shall survive the termination of these Terms and Conditions or eBanker Pro Services.

32.3 The Customer shall indemnify and hold Bank Islam harmless at all times from and against any and all fees and charges or taxes payable by the Customer pursuant to these Terms and Conditions

33 Waiver

33.1 No failure or delay on the part of Bank Islam in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall effect or impair any right, power, privilege or remedy

herein.

34. Severability

34.1 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 these 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.

35. Variations of Terms and Conditions

35.1 Bank Islam reserves the right to add, amend, delete or vary any of these Terms and Conditions by way of notice in accordance with clause 38, subject to Clause 35.4, give at least twenty-one (21) days' notice of any such addition or amendment terms and conditions.

35.2 Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to eBanker Pro Services.

35.3 If the Customer continues to use eBanker Pro Services 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 their receipt of such notice in accordance with Clause 38.1, then the Customer is deemed to acknowledge and accept such additional or amended terms and conditions and agreed to be bound by them.

35.4 The Customer agrees and acknowledges that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction of the Customer's Account, Bank Islam may proceed with making such changes and amendments without notice to the Customer.

PUBLIC

36. Reconstruction

36.1 The obligations and liabilities of the Customer 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 either Bank Islam or the Customer or by any company by which the business of either Bank Islam and the Customer may for the time being be carried on and shall be available to the company carrying on the business for the time being.

37 Successors Bound

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

38. Notices

38.1 The Customer hereby consents to all notices and other communications which concern the eBanker Pro Services or are required under these Terms and Conditions or may be given by Bank Islam in any on one of the following manners: -

a) By ordinary post to the Customer last known address in Bank Islam's records and such notification shall be deemed received two (2) days after posting.

b) By electronic mail to the Customer last known e-mail address in Bank Islam's records and such notification shall be deemed received twenty-four (24) hours after sending.

c) By being displayed in Bank Islam's premises and such notification shall be deemed effective upon such display.

d) 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.

e) By inserting a notice in Bank Islam's statement of account to the Customer 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 Customer.

f) Broadcasting a message on Bank Islam website.

g) If notified to the Customer in any other manner as communicated by Bank Islam.

38.2 All notices to Bank Islam concerning the eBanker Pro Services and these Terms and Conditions shall be in writing, signed by the Customer and sent to Bank Islam at the following address or in such other way as Bank Islam may notify the Customer from time to time:

Bank Islam Malaysia Berhad
Liquidity Management Channel
30th Floor, Menara Bank Islam, 22
Jalan Perak, 50250
Kuala Lumpur

For general inquiries, please contact: +603 2782 1314 / +603 2782 1315 (Monday-Friday, 9:00am to 6:00pm except Public Holidays)
For 24/7 dedicated support for scam/fraud/incident inquiries, please contact: +603 2782 1400

39. Dispute and Enquiries

39.1 Should there be any enquiries or require any assistance, please refer to Bank Islam eBanker Pro Customer Helpdesk for general inquiries at +603 2782 1314 or 1315 (from 9:00am to 6:00pm Monday to Friday except on public holiday in the Federal Territory of Kuala Lumpur) or 24/7 dedicated support for scam or fraud or incident inquiries at +603 2782 1400 or email at admin.ebankerPro@bankislam.com.my. For the avoidance of doubt, all telephone calls made to Bank Islam eBanker Pro Customer Helpdesk and 24/7 Scam or Fraud or Incident dedicated support shall be recorded by Bank Islam. In addition, the Customer is advised to read Bank Islam's Privacy Notice and Client Charter in Bank Islam's website.

39.2 In the event that the Customer has any complaints and/or disputes arising from the eBanker Pro Services and these Terms and Conditions, please refer the matter to Bank Islam at contact information stated in Clause 38.2 and specifying the nature of the Customer's complaint and/or dispute. Bank Islam shall acknowledge receipt of the dispute as soon as practicable. The parties hereby agree to try to settle the matter amicably.

39.3 Subject to Clause 39.4 and Clause 39.8 herein , the Customer **may be** required to promptly disclose to Bank Islam all relevant information relating to any report, query or complaint including but not limited to the Customer's name, the relevant Account(s) number(s), a description of any such error, query or complaint, date of the disputed or unauthorised transaction or error, an explanation on why the Customer believe it to be an error or why the Customer require more information and the amount(s) involved in the suspected disputed or unauthorised transaction, query or complaint, as maybe relevant. Notwithstanding this, the Customer shall not, at any time and under any circumstances whatsoever, disclose the Customer's User ID, Password, and Secure Device PIN to any of Bank Islam staff or representative.

39.4 Where any communication involves Customer's sensitive or confidential information whether in relation to the Customer's Account(s) or any transactions made in relation thereto or otherwise, Bank Islam encourage the communication of any such information via electronic-mail ("e-mail") with file encryption and the Customer agrees and acknowledges that should the Customer

proceed with such mode of communication in relation to such information, the Customer 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.

39.5 In the event that Bank Islam requests the Customer to make such report, complaint or query in writing to Bank Islam, the Customer 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 an obligation to conduct any investigation and answer any such query or complaint.

39.6 Subject to Clause 39.7 herein, Bank Islam shall endeavour to investigate the complaint, answer the query or inform the Customer of 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 39.5 herein, within fourteen (14) days of receipt of such subsequent written report, query or complaint.

39.7 If Bank Islam requires more time to conduct its investigation, Bank Islam shall extend the period stated in Clause 39.6 above to such reasonable period which shall as far as reasonably possible not exceed thirty (30) days from the date 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 39.5 herein, within thirty (30) days of receipt of such subsequent written report, query or complaint.

39.8 The Customer 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 the Customer reported Customer's query or complaint to Bank Islam eBanker Pro Customer Helpdesk as stated in Clause 39.1 herein.

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39.9 Subject to the provisions of this 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 the Customer's Account(s) and notify the Customer of the adjustments made pursuant thereto.

39.10 In any case, Bank Islam shall inform Customer of the results of the investigation within fourteen (14) days of the completion of Bank Islam's investigations in Clause 39.6 or 39.7 herein, as the case may be.

39.11 Subject to Clause 39.6 herein, Bank Islam, as the case may be, assures total reimbursement to Customer in the event Customer suffer monetary losses due to direct loss from the Customer's Account arising from Customer's use of eBanker Pro Services 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.

39.12 Where the Customer is not satisfied with the outcome of the investigation or of the Customer's complaint, the Customer may appeal against such outcome by referring such complaint to the Financial Markets Ombudsman Services via contact no. 03-2272 2811 from 9:00am to 5:00pm, Monday to Friday or visit www.fmos.org.my.

40. Non-Discriminatory Practices and Obligations

40.1 Liability of Unauthorised Transaction

Bank Islam is committed to ensuring fair treatment of its customers in the use of eBanker Pro services, particularly in matters related to fraud prevention and resolution. In alignment with this commitment, Bank Islam shall not hold the customer liable for any losses resulting from unauthorised transactions, provided that such losses arise from any of the following circumstances subjected to Clause 26.6.

40.2 Exceptions to Liability

Notwithstanding the above, Bank Islam shall not be precluded from holding the customer liable for losses resulting from unauthorised transactions if Bank Islam can demonstrate that:

a) The customer has acted fraudulently;

b) The customer has refused to cooperate with Bank Islam in the investigation of the unauthorised transaction; or

c) The customer has failed to comply with the following obligations, as communicated by Bank Islam:

- The customer shall not disclose their banking credentials (including access identity and passcode) to any third party;
- The customer shall take reasonable steps to ensure the security of any security devices provided by Bank Islam at all times;
- The customer shall promptly report any breach of security credentials or the loss of any security device to Bank Islam upon becoming aware of such breach or loss

40.3 Proportionate Assignment of Losses in Cases of Joint Culpability

Where joint culpability between Bank Islam and the customer is established, based on the obligations outlined in paragraphs 40.1, 40.2, and 40.3(c), any allocation of fraud losses to the customer by Bank Islam shall be fair and proportionate, taking into account the specific facts and circumstances of the fraud incident.

40.4 Provisional Credit During Extended Investigations

In the event that Bank Islam extends its investigation beyond fourteen (14) working days from the date of receipt of the customer's dispute, Bank Islam shall:

a) Offer Provisional Credit:

Bank Islam shall immediately offer provisional credit to the customer, up to the full amount of the disputed transaction(s) or RM5,000 per disputed case, whichever is lower. No profit, fees, or charges will apply to this provisional credit, and it may be fully used during the investigation period

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b) Disbursement of Provisional Credit:

Bank Islam shall disburse the provisional credit into the customer’s account upon the customer:

- Agreeing to the terms and conditions of the provisional credit, including terms of repayment in the event the customer is determined to be liable, and the consequences of non-repayment; and
- Submitting a copy of the police report in relation to the fraud dispute.

c) Full Use of Provisional Credit:

The customer shall have full access and use of the provisional credit during the ongoing investigation.

d) Additional Credit Upon Further Delay:

In the event that the disputed amount is more than RM5,000 and Bank Islam has not completed its investigation within thirty (30) working days from the date of receipt of the dispute, Bank Islam shall credit the remaining disputed amount (including any applicable profit) into the customer’s account.

40.5 Repayment of Provisional Credit Upon Investigation Conclusion

Upon the conclusion of the investigation, if Bank Islam determines that the customer is fully or partially liable for the disputed transaction(s), Bank Islam may demand repayment of the provisional credit. In such cases, Bank Islam shall:

a) Provide the customer with a reasonable timeline within which to repay the outstanding provisional credit.

b) In the event the customer fails to repay the provisional credit within the prescribed timeline, Bank Islam may report the outstanding amount as "unreturned provisional credit" to the Central Credit Reference Information System (CCRIS) after six (6) months from the date of Bank Islam’s final decision.

41. Force Majeure

41.1 Bank Islam shall not be responsible for any failure to perform any of Bank Islam's obligations under any relevant agreements if Bank Islam's performance is prevented, hindered or delayed by Force Majeure. If Force Majeure occurs and Bank Islam is prevented and hindered from performing any of its obligations hereunder or in any relevant Agreement, Bank Islam's obligations shall be suspended so long as the Force Majeure continues. Bank Islam shall not be liable for any inconvenience, loss, damages suffered or incurred by Customer or any third party arising from Bank Islam's failure or delay in performing its obligations due to any Force Majeure.

42. Law and Jurisdiction

42.1 These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the services provided herein by Bank Islam, Customer hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of relating to the use of this website.

42.2 Bank Islam makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdiction other than Malaysia.

42.3 The maximum amount of a transaction and the purpose for, which it is affect may be determined by Bank Negara of Malaysia (BNM) and the laws and regulations of the country in which the transaction is affected or requested.

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