

Bank Islam Malaysia Berhad. 198301002944 (98127 - X) Effective 09 September 2025

# Terms & Conditions for Using Bank Islam Card-i in Third Party Digital Wallet.

The following Terms and Conditions ("Terms and Conditions") governs the use of Eligible Card(s) issued by Bank Islam Malaysia Berhad ("BIMB") in Third Party's Digital Wallet. These Terms and Conditions are to be read together with the terms and conditions of the Applicable Agreement(s). Please ensure that you read and understand these Terms and Conditions, the Applicable Agreement(s) and the terms and conditions of the relevant Digital Wallet Provider before accepting the same. You may contact BIMB Contact Centre or visit any BIMB branch if you do not understand any section of these Terms and Conditions.

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.

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Terms and Conditions, the following words and expressions have the following meaning:
  - "Applicable Agreements" means the following which are to be read together by the Cardholders in relation to terms that applicable to the Eligible Cards with BIMB:
    - a) Bank Islam Credit Card-i Terms and Conditions
    - b) Bank Islam Debit Card-i Terms and Conditions
- "ATM" means Automated Teller Machine or card machine which accepts the Card but not limited to machines owned by the Bank or owned by the Visa/ Mastercard ATM network.
- "Biometric Identification" means facial recognition system or fingerprint identity censor that has been used to verify the Cardholder(s)' identity for transactions effected through the use of the Digital Wallet.
- "Cardholder(s)" means a person to whom an Eligible Card(s) is issued as an authorized user and "Cardholder" shall be construed accordingly.
- "Card Account" means the account maintained by BIMB in the name of the Cardholder in relation to the Eligible Card, which includes:
- (a) for credit card-i the marginal account maintained by BIMB reflecting all transactions, charges, and payments under the credit facility; and
- (b) for debit card-i current account, savings account and/or transactional investment account opened under the Cardholder's name with BIMB which is linked with the debit card-i.
- "Compatible Device(s)" means any electronic devices including smart watches and smart phones with Digital Wallet feature that can support enrollment of Eligible Card(s) into Digital Wallet (and may be updated from time to time in BIMB website).
- "Digital Wallet" means a software, an electronic device, or an online service that enables the Cardholders to enroll Eligible Card(s) to make transactions through Compatible Device instead of using physical card.
- "Digital Wallet Provider(s)" means owner of Digital Wallet (Refer BIMB website for the updated listing on the Digital Wallet Provider).
- "Eligible Card(s)" or "Bank Islam Card-i" means the list of allowable Bank Islam Debit Card-i and Bank Islam Credit Card-i to be added into Digital Wallet (may be updated from time to time in BIMB website).
- "Passcode" means the password, login ID or PIN (Personal Identification Number) set by the Cardholder(s) for identification and verification when accessing/enabling Digital Wallet.
- "Transaction" means any physical and online transactions effected through the use of the Digital Wallet.



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### 2. APPLICATION AND ACCEPTANCE

- 2.1 By enrolling an Eligible Card with a Digital Wallet Provider, Cardholders consent to BIMB sending a One-Time Password (OTP) via SMS for verification purposes. If the Cardholder does not receive the OTP, they may contact the BIMB Contact Centre at 03-26900900 for further assistance.
- 2.2 The Cardholders are eligible to add Eligible Card(s) into the Digital Wallet as long as the Card Account(s) are active and well maintained that is not blocked, cancelled or terminated by BIMB.
- 2.3 The Cardholders may refer to the instructions stated by Digital Wallet Provider to enroll Eligible Card(s) into the Compatible Devices. The Cardholders acknowledge that Digital Wallet Provider has the right to decline any enrollment of Eligible Card(s) into Digital Wallet, suspend, delete or reactivate Eligible Card(s). BIMB is not liable if the Cardholders fail to add the Eligible Card(s).
- 2.4 By successfully adding one Eligible Card, the other Eligible Cards of Cardholder will not be added automatically to the Digital Wallet.
- 2.5 The Digital Wallet Provider may restrict the maximum number of Eligible Cards that the Cardholders are able to add in a Compatible Device.
- 2.6 For any unused devices, the Cardholders are responsible to delete any added Eligible Cards in the Digital Wallet. BIMB will not be liable for any unauthorized usage in the event that the Cardholders fail to remove the added Eligible Card(s).
- 2.7 The Cardholders acknowledge and accept the risk that by enabling Digital Wallet, unauthorized contactless transactions may occur by using their Biometric Identification or Passcode. Cardholders are advised to ensure the security of the Compatible Device(s) used on Digital Wallet.

## 3. USE OF DIGITAL WALLET

- 3.1 The principal Cardholders shall be liable to BIMB for all transactions carried out using the Eligible Card(s) in the Digital Wallet by either the principal Cardholders or any supplementary Cardholders.
- 3.2 The Cardholders may perform contactless or e-commerce transactions where the Digital Wallet is accepted as a payment method. For transaction exceeding RM250, customer is required to authorised the transaction by keying-in the Passcode.
- 3.3 The Cardholders are not allowed to use digital version of the Eligible Card(s) that has been added into Digital Wallet to perform cash withdrawals or cash advance.
- 3.4 Both digital and physical version of the Eligible Card(s) shares the same card account, card financing limit and statement.
- 3.5 The transaction made through Digital Wallet will be captured in the Bank Islam Credit Card-i statement or account statement of the linked Bank Islam Debit Card-i. The transactions listed may not reflect the final transactions such as transactions under pre-authorization i.e. transaction at self-service pump (automated fuel dispenser) at gas station or at hotel.

### 4. COVENANTS BY THE CARDHOLDERS

The Cardholders agree with BIMB as follows:

- a) that only the Cardholder are entitled to transact through Digital Wallet and no other person should access and use Digital Wallet to perform any transactions;
- to notify BIMB promptly of any change to the particulars of the Cardholders as given to BIMB during the card application and to provide BIMB with any other details as BIMB may request from time to time;



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- c) to comply with these Terms and Conditions herein set out (as may be varied by BIMB from time to time by giving prior written notice of twenty-one (21) calendar days to the Cardholders with the reason(s) for the changes stated in the notice) and all other conditions for the use of the Eligible Card(s) as may from time to time be imposed by BIMB;
- d) not to use the Eligible Card(s) for any unlawful activities, including but not limited to illegal online banking, betting or gambling or at the non-halal merchants categorized by Merchant Category Codes (MCC) specifically stipulated under the Applicable Agreements. BIMB is entitled to terminate the Eligible Card immediately if the Eligible Card(s) is suspected to be used for unlawful activities or at the non-halal merchants;
- e) the Transactions to be effected using the Eligible Card(s) are neither obtained from any unlawful source nor relate to any unlawful activities;
- to notify BIMB as soon as reasonably practicable after having discovered that the Compatible Device or Eligible Card(s) is lost, stolen, an unauthorised Transaction had occurred or the Passcode may have been compromised;
- g) to notify BIMB immediately upon receiving short message service (SMS), push notification or any other channels on transaction alert(s), if the Transaction was unauthorised;
- h) to take reasonable steps to keep the Eligible Card(s) and security details in relation to the Digital Wallet and Compatible Device secure at all times, including at the Cardholder's place of residence. These include not:
  - i. to disclose the Eligible Card(s) details or Passcode to any other person;
  - to add other person's biometric credentials including face or fingerprint in the Compatible Device;
  - iii. to use a Passcode selected from the Cardholder's birth date, identity card, passport, driving license or contact numbers;
  - iv. to launch the Digital Wallet with the pirated or unauthorized application or jailbroken or rooted device; and
  - v. to allow any other person to use the Digital Wallet.
- to remove Eligible Card(s) from the Compatible Device prior to disposing the Compatible Device (including but not limited to selling or giving to another person);
- j) to remove the Eligible Card(s) from the Compatible Device upon termination of Digital Wallet or Eligible Card(s).
- k) to use the Eligible Card(s) only for Shariah-compliant purposes and purchase of Shariah compliant goods and services at or from Shariah-compliant businesses and premises.

## 5. WITHDRAWAL/SUSPENSION OF USE OF THE ELIGIBLE CARD(s)

- 5.1 All Eligible Card(s) are the property of BIMB and BIMB may withdraw/suspend the use of Eligible Card(s) by giving prior notice of twenty-one (21) calendar days and stating in the notice the reason(s) for such withdrawal or suspension, save and except for situations involving fraud where BIMB may at any time block any payment and/or transaction and/or suspend the use of the Eligible Cards, the Card Accounts and/or any other related services immediately.
- 5.2 The Cardholders agree that BIMB shall not be liable for any losses, expenses or claims suffered by or brought against the Cardholders as a result of BIMB exercising its rights under this Clause 5 due to the Cardholders' act, omission, default, negligence and/or misconduct.



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## 6. DISCLAIMER

- 6.1 BIMB is not the provider and disclaim all warranties on the usage of Digital Wallet. BIMB shall not be responsible for any failure or inability in performing any transactions through Digital Wallet including but not limited to cyber-attack on Digital Wallet. BIMB also shall not be responsible for performance of Digital Wallet Provider or other third parties that may impact the usage of Digital Wallet
- 6.2 The Cardholders acknowledge that BIMB is not liable for any such claim and/or dispute or legal proceedings arise directly or indirectly due to poor connection or network coverage with the enrolment and usage of Digital Wallet.

#### 7. PRIVACY AND SHARING OF DATA

Upon adding and using the Eligible Cards in the Digital Wallet, the Cardholders acknowledge and agree that certain Eligible Card(s) information will be transmitted and stored in the Compatible Device. BIMB shall not be responsible for privacy and security of personal data and information shared by the Cardholders to Digital Wallet Provider and/or third party working with the Digital Wallet Provider.

#### 8. THIRD PARTY

The Cardholders may be subject to additional terms and conditions with the Digital Wallet Provider and its respective third party. The Cardholders are responsible to understand and agree with terms and conditions in relation to the Digital Wallet Provider and its respective third party. BIMB is not responsible for any terms and conditions with the Digital Wallet Provider and/or respective third party agreed by the Cardholders.

### 9. LIABILITY FOR UNAUTHORISED TRANSACTION

- 9.1 The Cardholders must use all reasonable precautions to prevent loss, theft and misplace of the Eligible Cards and the Compatible Devices and have the responsibility not to allow any third party to use the Eligible Cards and the Compatible Devices.
- 9.2 Cardholders may contact the BIMB Contact Centre at 03-26900900 or visit any nearest BIMB branch should they have any concerns or wish to request a review in the event of a dispute.
- 9.3 The Cardholders will be held liable for any unauthorized transactions, if they have:
  - a) acted fraudulently;
  - b) delayed in notifying BIMB as soon as reasonably practicable after having discovered the loss of unauthorized use of their Digital Wallet;
  - c) voluntarily disclosed their Passcode to another person;
  - d) voluntarily added biometric credentials of another person including fingerprint or face;
  - e) left their Eligible Card(s) or the Compatible Device, unattended in places visible and accessible to other, except at Cardholders' place of residence. However, Cardholders are expected to exercise due care in safeguarding even at Cardholders' place of residence; or
  - f) voluntarily allowed another person to use their Digital Wallet.
- 9.4 Unless there is a manifest error, BIMB's decision regarding the Cardholders' liability in the event of loss, theft, or misplacement of the Eligible Card(s) or Compatible Device, or where the Passcode or biometric credential has been disclosed, added, or compromised, shall be considered final, conclusive, and binding on the Cardholders.

## 10. MISCELLANEOUS



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- 10.1 If any provision hereof is held to be void or unenforceable, in whole or in part, under any enactment or rule of law, the remaining provisions hereof shall remain in full force and effect.
- 10.2 BIMB shall be entitled to vary or amend the terms and/or conditions of these Terms and Conditions subject to the Shariah rules & principles by giving twenty-one (21) calendar days' notice in writing to the Cardholder and such amendments and variations shall have similar effect as those herein before referred to in this Terms and Conditions and nothing herein shall be construed so as to restrict or curtail or prejudice any of the rights of BIMB herein to vary or amend the terms and/or conditions. Notice of such additions or modifications or amendments may be effected by:-
  - a) displaying the same at the premises of BIMB or its branches or by mailing aforesaid notice to the Cardholder(s): or
  - b) sending notice of the same by Short Message Services ("SMS") or electronic mail or by posting the notice of the same on BIMB's website at <a href="https://www.bankislam.com">www.bankislam.com</a>.
- 10.3 If the Cardholder(s) does not accept any such amendments, the Cardholder(s) may terminate the use of the Eligible Card(s) in accordance with Clause 5.
- 10.4 These Terms and Conditions (and all terms and conditions formed pursuant hereto) are governed and construed under the laws of Malaysia and the Cardholder(s) agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- Time is of the essence but no failure to exercise and no delay in exercising on BIMB's part of any right, power or privilege hereunder will operate as a waiver thereof, nor will any partial exercise of any right power or privilege affect BIMB's right to subsequently act strictly in accordance therewith. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.
- 10.6 The obligations of the Cardholder(s) are binding on the Cardholder's legal representatives or successors in title and permitted assigns.
- 10.7 These Terms and Conditions herein shall be read together and is in addition to all other terms and conditions as set out in the Applicable Agreements.
- 10.8 In the event of any inconsistency between these Terms and Conditions and the terms and conditions as set out in any Applicable Agreements for the Eligible Card(s), these Terms and Conditions will prevail in so far as they apply to the usage of the Digital Wallet.

### 11. APPLICABLE LAWS

The Cardholders and BIMB shall comply with all applicable laws, including foreign and domestic anti-bribery, anti-corruption laws, and including Malaysian Anti-Corruption Commission Act 2009 (MACCA), Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA) related laws and shall not authorize, offer, promise or make (directly or indirectly) any payments, bribes, advantages, services, favors or other things of value for the purpose of inducement or reward or engage in any similar improper or unethical practices.

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