

PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE
(Effective Date: 05 May 2025)

THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) APPLY TO THE ACCESS AND THE USE OF THE www.bimb.com WEBSITE (“WEBSITE”) AND THE SERVICES PROVIDED HEREIN BY BANK ISLAM MALAYSIA BERHAD (“BANK ISLAM”). BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE AND/OR USE OF THE SERVICES.

General

The information, materials, products, services, advice, data and communication (“Contents”) 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.

The Contents described or offered on 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.

You are advised to seek independent legal, financial or other advice as you deem necessary at all times before making any decision based on any Contents on this Website.

You shall be solely responsible in making your 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 your sole rights at all times.

Further thereto, Bank Islam also reserves the right to make any amendments to these Terms and Conditions from time to time. Bank Islam shall notify you of such amendments by notice, among others, displayed on this Website at least 21 days before the said amendments come into effect and after which, your continued access of this Website and/or use of the services herein subsequent to any such amendments made shall constitute your agreement and binding acceptance of the same.

The Terms and Conditions

The Terms and Conditions herein and all supplements, amendments and variations shall collectively constitute the agreement between you and Bank Islam and shall apply to this Website and the services provided herein.

The Terms and Conditions operate in conjunction with the respective terms and conditions and rules and regulations governing the relevant Account(s), which you represent that you have read, understood and agreed to be bound by the use of this Website or any of its pages.

PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE
(Effective Date: 05 May 2025)

Disclaimers

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

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 transactions and products of Bank Islam.

Bank Islam shall not be responsible or liable for any loss caused or damage incurred or suffered by you or any other person as a consequence of accessing this Website or using the services provided herein.

Further, Bank Islam does not warrant or represent that access to the whole or parts of this 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 your computer, laptop, tablet, mobile device, or any other devices that are used to access the above.

Links

Throughout your access of this Website and use of the services herein, you will come across hyperlinks to third parties' websites, which are not under Bank Islam's control, unless stated otherwise. These hyperlinks are provided for your 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 your 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 you and the said third parties or your participation or use of their information, materials, services or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof.

Your Conduct

You agree 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 you shall not, at any time whatsoever, attempt or assist any other person to transmit any 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 pedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency involving any Shariah non-

PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE
(Effective Date: 05 May 2025)

compliance event. You also agree not to hack or attempt to gain unauthorised access into this Website and the 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 you discover or suspect the occurrence of any of these activities, you are required to notify Bank Islam immediately and in failing or delaying to do so, you may also be held liable for the same.

Bank Islam is not obliged to monitor or review your access of this Website or use of the services herein. However, BankIslam 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 notice and without any liability whatsoever to you.

Confidential Information

You are advised to read and understand Bank Islam Privacy Statement (which is available at <https://www.bimb.com>) and the clauses herein and Terms and Conditions of BIMB Web and BIMB Mobile. Your continued access to this website shall be regarded as you have agreed to be bound by the said Privacy Statement and all terms and conditions contain and referred herein.

It is Bank Islam's policy to respect the privacy of any information disclosed by you pursuant to your access of this Website and use of the services herein ("Confidential Information"). Accordingly, Bank Islam will neither edit nor disclose your Confidential Information unless Bank Islam is required to do so in accordance with any legislation, laws or regulations, to protect Bank Islam's rights and property, enforce any provision in these Terms and Conditions, to provide you with the services herein, respond to any claim that the Content violates the rights of another person or as otherwise provided herein.

Notwithstanding the above, Bank Islam may from time to time disclose your Confidential Information (only in aggregate or demographic form) to relevant parties for their records. Further information on how Bank Islam values your privacy and strive to safeguard your Confidential Information in compliance with the laws of Malaysia is provided for in Bank Islam Privacy Statement.

Privacy Clause

In the event you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of opening or operating your account(s) / facility(ies) with Bank Islam or otherwise subscribing to Bank Islam's products and services, you (a) confirm that you have 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 and the Terms and Conditions of BIMB Web and BIMB Mobile; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update Bank Islam in writing in the event of any material change to the said personal and financial information; and (d) agree to Bank Islam's right to terminate BIMB Web and BIMB Mobile should such consent be withdrawn by any of the said third parties.

PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE
(Effective Date: 05 May 2025)

Where you instruct 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) may 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 your behalf, you agree to the abovesaid disclosures on behalf of you and others involved in the said cross-border transaction.

Even after you have provided Bank Islam with any information, you 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/are linked with such information.

Bank Islam reserves the right to amend this privacy clause from time to time and shall provide prior notification to you 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.

You further agree that Bank Islam shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by Bank Islam to such credit reporting/reference agencies and/or such other party as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

This clause shall be without prejudice to any other clause in Terms and Conditions of BIMB Web and BIMB Mobile which provides for the disclosure of information.

Copyright

Unless otherwise indicated, the copyright in this 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 from Bank Islam.

You 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.

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PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE
(Effective Date: 05 May 2025)

Contents of this Website.

Trademarks

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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 this Website or any other site.

Exclusion

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 your access or use or the inability to access or use this Website (or any third party link to or from this Website), reliance on the information, opinions or recommendations contained in the Website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise, whether or not Bank Islam has been advised of the possibility of such damages or loss. This exclusion clause shall take effect to the fullest extent permitted by law.

Indemnity

You shall fully indemnify and keep indemnified Bank Islam officers, directors, employees, agents and servants from all liabilities, claims, losses and expenses, including any legal fees or disbursement that may be incurred by Bank Islam, whether directly or indirectly, at all times in connection with or arising from breach of any of the provisions under these Terms and Conditions.

Miscellaneous

Bank Islam reserves the right to modify (including limit, replace or delete) this Website, the services herein and the Content or any portion thereof as well as to terminate or restrict your 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 you of such modifications by notice, among others, displayed on this Website at least 7 days before the said modifications come into effect, except where circumstances beyond Bank Islam's control, limit, ability and efforts to do so.

PART A: TERMS AND CONDITIONS OF ACCESS AND USE OF THIS WEBSITE
(Effective Date: 05 May 2025)

Change of Terms and Conditions

Bank Islam reserves the right to vary, amend or supplement any of these Terms and Conditions by way of notice on website or in branch or in such other manner as communicated by Bank Islam from time to time. Notwithstanding the same, you should be able to view the revised Terms and Conditions upon access to this Website and you are advised to read and understand the revised Terms and Condition as the use of the services thereafter shall constitute your acceptance to the variations, amendments or supplements.

Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with laws of Malaysia. All disputes arising out of relating to the use of this Website shall be resolved in accordance with laws of Malaysia.

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.

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

CONFIDENTIAL

**PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)**

<i>Summary of Changes</i>
<p><i>The changes are made in the following clauses:</i></p> <ul style="list-style-type: none"> • <i>Definition of term “Unauthorised Transaction” and “CCRIS”.</i> • <i>Update OFS name as per Bank Negara Malaysia (BNM) letter “Operationalisation of the Financial Markets Ombudsman Service (FMOS)” dated 31 December 2024</i> • <i>Clause 5 added reasons for Bank Islam to invalidate Username and Password.</i> • <i>Clause 17 related to the use of security measures in BIMB Mobile.</i> • <i>Clause 20 related to events that Bank Islam shall not be liable for.</i> • <i>Clause 31 on FMOS contact information.</i> • <i>Clause 32 related to the provisional credit for unauthorized or fraudulent transaction disputes.</i>

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

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

Definitions

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

Terms	Definition
<i>"Account"</i>	One or more of your savings, current, credit card, financing, investment or any other accounts with Bank Islam and/or its Affiliates which may be accessed through the BIMB Web and BIMB Mobile as communicated by Bank Islam from time to time.
<i>"Account Terms and Conditions"</i>	The terms and conditions of the relevant Account(s) which may be accessed through www.bankislam.com
<i>"Affiliates"</i>	Any entity, company, corporation or institution which may offer products, services, content or information on BIMB Web or BIMB Mobile from time to time.
<i>"Authentication"</i>	Any form to authenticate or verify your identity or Instructions including but not limited to: <ul style="list-style-type: none"> a) Card Number b) Password c) Username d) Biometric and/or

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

Terms	Definition
	e) BIMB Secure
"App Stores"	Digital platforms where users can browse, download, and install applications (apps) onto their devices, such as smartphones, tablets, or computers.
"Banking Services"	Facilities, products and services of Bank Islam that are made available to you on BIMB Web or BIMB Mobile.
"Bill and Bill(s)"	An itemized statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
"Biller"	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"	An alphanumeric code uniquely identifying either: <ul style="list-style-type: none"> • A Biller; or • A Biller's product or service category For purposes of routing payments to the Biller.
"Biller Code Name"	Name or description that identifies the Biller or Biller product / service category associated with a Biller Code.
"Bill Presentment"	Bill Presentment is a facility in which Bank Islam acts as an agent to collect payment dues on behalf of Bank Islam's Biller.
"BIMB Mobile"	Mobile application which may be downloaded and installed by you via iOS or Android mobile devices to receive Push Notification, Secured Messaging (Inbox) and/or to perform selected Banking Services as communicated by Bank Islam from time to time.
"BIMB Secure"	BIMB Secure is a digital authentication method to approve transactions initiated at BIMB Web and BIMB Mobile using secure verification.
"BIMB Web"	Online service where you can access the Banking Services using personal computers or any electronic devices through an internet browser. This service shall be subject to the Terms and Conditions herein contained.
"Biometric"	An authentication method using Face or Fingerprint(s), as the case may be, to authenticate or verify your identity or Instruction(s).
"Business Day"	Any day from Monday to Friday on which Bank Islam is open for business in Malaysia but does not include any public holiday.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

Terms	Definition
<i>"Card Number"</i>	The sixteen-digits number of a Debit/Credit Card-i as assigned by Bank Islam to your Account.
<i>"Central Credit Reference Information System or CCRIS"</i>	A system that collects, processes, and provides standardized credit reports on individuals and businesses based on information submitted by financial institutions.
<i>"Credit Card-i"</i>	Bank Islam MasterCard Card-i or Visa Card-i or any other Credit Card-i to be issued by Bank Islam including supplementary Card-i which is to be operated in accordance with Bank Islam Credit Card-i Terms and Conditions.
<i>"Cooling off"</i>	A cooling-off period is a waiting period from the time a new application or request is submitted until it comes into effect. In other words, the cooling-off period provides buffer time for new changes. Cooling-off period applies to some activities in BIMB Web and BIMB Mobile.
<i>"Debit Card-i"</i>	Any Debit Card-i issued by Bank Islam to you providing electronic access to your Account, and to allow you to effect any transactions subject to Bank Islam Debit Card-i Terms and Conditions.
<i>"DuitNow"</i>	An overlay service of RPP which allows you to initiate and receive credit transfers.
<i>"DuitNow National QR Code Standard"</i>	DuitNow National Quick Response Code Standard specification developed and managed by PayNet for domestic interoperable QR use cases.
<i>"DuitNow QR"</i>	A service owned by PayNet which facilitates industry wide ubiquitous payments or credit transfers by scanning the QR (Quick Response) code which complies with DuitNow National QR Code Standard.
<i>"Face"</i>	The facial identity saved on your mobile device which supports face authentication function and may be used as an alternative to your Password to access BIMB Mobile to perform Quick Balance, Quick Transfer or any other selected Banking Services as communicated by Bank Islam from time to time.
<i>"FAQ"</i>	The frequently asked questions that is available at https://www.bimb.com
<i>"Financial Markets Ombudsman Services" or "FMOS"</i>	A dispute resolution body where it is a merger between Ombudsman for Financial Services (OFS) and Securities Industry Dispute Resolution Center (SIDREC). FMOS provides an independent, fair and free dispute resolution service to financial consumers who are unable to resolve their financial complaints with financial service providers.
<i>"Fingerprint(s)"</i>	The fingerprint imprint(s) saved on your mobile device which supports fingerprint authentication function and may be used as an alternative to your

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

Terms	Definition
	Password to access BIMB Mobile to perform Quick Balance, Quick Transfer or any other selected Banking Services as communicated by Bank Islam from time to time.
<i>"FPX"</i>	The FPX platform which facilitates you to make secure online real-time payments from your Account to FPX Sellers.
<i>"FPX Sellers"</i>	A company / organization / government agency that has been registered and authorized to receive payment from you via FPX system.
<i>"ID"</i>	Your official identification document that you used to open an account with Bank Islam. For example: MyKad/NRIC, MyPR, Army/ Police ID, passport, etc.
<i>"Instructions"</i>	Any request, application, authorisation or instructions in any form given or transmitted through BIMB Web or BIMB Mobile to Bank Islam by you.
<i>"JomPAY QR"</i>	JomPAY Biller's Biller Code, Recipient Reference Numbers and payment amount on the Bill or invoice in the form of Quick Response (QR) Code.
<i>"JomPAY Scheme"</i>	A service offered by PayNet which facilitates industry wide ubiquitous bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
<i>"Network Service Provider"</i>	Any internet service provider or commercial online service provider providing connection to the internet.
<i>"Online Activation"</i>	Procedure for activating online access, whenever applicable, subsequent to registering for BIMB Web and BIMB Mobile, installing BIMB Mobile on a new device, and opting in to the BIMB Web platform. This activation process can be completed either through an ATM, at a branch, or by contacting the Bank Islam Contact Center via phone call for overseas customer or those without access to branches and ATM machines.
<i>"PayNet"</i>	Payments Network Malaysia Sdn. Bhd.
<i>"Privacy Notice"</i>	Bank Islam policies pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with Bank Islam. These policies may be amended from time to time and is made available at Bank Islam's website respectively.
<i>"Push Notification"</i>	Transaction authentication, post-transaction alert, security alert, system maintenance, promotion and other types of messages that may be sent to your mobile device even if your mobile device is locked, on standby, or BIMB Mobile is not running.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

Terms	Definition
<i>"Quick Balance"</i>	The service allows you to perform account enquiry on BIMB Mobile, using Fingerprint(s) or Face authentication, if you have activated the Biometric authentication.
<i>"Quick Transfer"</i>	The service allows you to perform selected transactions according to Bank Islam default limit or the limit you set (up to maximum amount determined by Bank Islam), where: <ul style="list-style-type: none"> • For BIMB Web, authentication using BIMB Secure is not required. • For BIMB Mobile, authentication using password is not required.
<i>"Recipient Reference Number" or "RRN"</i>	A unique identifier of the bill account assigned by a Biller to a Payer. Printed as Ref-1 and Ref-2 on a Bill.
<i>"Registered Mobile Number"</i>	Your mobile number that you provide to Bank Islam during the opening of account, during your BIMB Web and BIMB Mobile registration process or as and when you update your mobile number at Bank Islam's branch.
<i>"Retail Payment Platform" or "RPP"</i>	Shared payment infrastructure developed and operated by PayNet which facilitates payments and collections addressed using easily remembered proxies or by account numbers.
<i>"Ringgit Malaysia" or "RM"</i>	The lawful currency of Malaysia.
<i>"Secured Messaging (Inbox)"</i>	Alert and notification service made available on BIMB Mobile.
<i>"Security Image"</i>	An additional security measure to assist you in identifying the valid BIMB Web or BIMB Mobile. The image is selected by you during the first-time login process, and you may change it anytime upon successful login.
<i>"Security Phrase"</i>	An additional security measure to assist you in identifying the valid BIMB Web or BIMB Mobile. The word is entered by you during the first-time login process, and you may change it anytime upon successful login.
<i>"Security Questions and Answers"</i>	A set of questions and answers that is being used as an additional level of identity verification. The security questions and answers are set up by you during your BIMB Web and BIMB Mobile registration process and you may change it anytime upon successful login.
<i>"Service Provider"</i>	Billing corporations approved by Bank Islam from time to time and displayed on the BIMB Web and BIMB Mobile bill payment screen.
<i>"Third Party Account"</i>	An account of which you wish to make a fund transfer either within Bank Islam or outside Bank Islam.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

Terms	Definition
<i>"Terms and Conditions"</i>	These Terms and Conditions governing the use of the BIMB Web and BIMB Mobile.
<i>Unauthorised Transaction</i>	Refers to a payment transaction that is not consented, initiated or authorised by the customer but excludes transactions where the victim has willingly performed and approved the payment at the point of the transaction (e.g. love scam, investment scam, parcel scam and inaccurate payment transaction).
<i>"Username"</i>	A unique name made up of a string of characters chosen by you, constitutes one part of your electronic signature hereunder and is the only means by which to allow Bank Islam to identify you, which must be keyed in by you in order for BIMB Web and BIMB Mobile system to associate your Username with your user profile and Account(s).
<i>"You", "Your", "you" or "your"</i>	The person or persons whose name(s) in the Account(s) that is/are maintained with Bank Islam and each person who uses or is authorised to use Username and Password, or other means of access as may be established or approved by Bank Islam.

Miscellaneous Interpretation

- a) Words importing the singular shall include the plural and vice versa.
- b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- c) All references to provisions of statutes include subsidiary legislation and all modifications, re-certification and re-enactment of or to such statutes and subsidiary legislation from time to time and for the time being in force.
- d) Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and finance companies in Malaysia. Any term relating to computer technology not specifically defined or described herein shall be construed in accordance with general practice and the custom of trade of computer companies and the information technology industry in Malaysia.
- e) In the event of any conflict in the interpretation of this Terms and Conditions and any translation of the Terms and Conditions in any language, the English version of this Terms and Conditions shall prevail.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
 (Effective Date: 05 May 2025)

1. Application and Enrolment to the BIMB Web and BIMB Mobile

- 1.1. Subject to the Terms and Conditions herein, BIMB Web and BIMB Mobile is made available for the application and enrolment by you, which have one or more existing Accounts with Bank Islam.
- 1.2. To apply for BIMB Web and BIMB Mobile, individuals must be 18 years and above and you are required to have a Bank Islam Account, Debit Card-i, Credit Card-i, or Financing facility.
- 1.3. To enroll for BIMB Web and BIMB Mobile, you are required to perform online activation through ATM, Bank Islam branch, or by contacting Bank Islam Contact Center for Overseas customer.
- 1.4. Upon performing online activation, cooling off will start for BIMB Web and BIMB Mobile. During this period, transactional capabilities will be restricted, while fund reception will remain unaffected. Once the cooling off period is completed, you can fully utilize BIMB Web and BIMB Mobile. For more information on the cooling-off period, please refer to the FAQ on our website.
- 1.5. Cooling off is applicable based on the online activation method as follows:

Online Activation Method	Subject to Cooling Off
Activation through ATM	Yes
Activation through Contact Center (for overseas customers)	Yes
Activation through Bank Islam branch	No

- 1.6. Any application to enroll for BIMB Web and BIMB Mobile and access thereto, will be subject to Bank Islam's approval. Bank Islam reserves the right to accept or reject any application, deny access to your BIMB Web and BIMB Mobile, limit your access or transactions or to revoke your access to BIMB Web and BIMB Mobile.

2. Account Terms and Conditions

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

3. Acceptance of Terms and Conditions

- 3.1. You are advised to read and understand this Terms and Conditions before you decide to enroll for BIMB Web and BIMB Mobile. Your application will indicate that you have agreed to be bound by this Terms and Conditions and further acknowledge and accept all inherent risks associated in your

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

conduct in any transactions over the internet or such other electronic medium approved by Bank Islam.

4. Your Responsibility and Undertakings

- 4.1. You shall be responsible to use necessary internet browser and/or any other hardware and/or software including any new and recent versions thereof, which is necessary to obtain access to BIMB Web or BIMB Mobile at your own risk and expense.
- 4.2. You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to BIMB Web or Mobile and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.
- 4.3. You acknowledge and agree that Bank Islam shall not be held liable for your inability to access BIMB Web or BIMB Mobile or any part thereof, rejection of your transactions, the incorrect processing of your transactions as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant internet browser and/or software or to use the new and recent versions of the same as may be required by Bank Islam.
- 4.4. You agree to observe all security measures in relation to your Account(s) including the access and usage of BIMB Web and/or BIMB Mobile as specified in this Terms and Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.
- 4.5. You shall furnish Bank Islam with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance made through BIMB Web and BIMB Mobile.
- 4.6. You shall not interfere with the access to and use of BIMB Web or BIMB Mobile or Banking Services by other customers and you shall not use BIMB Web and BIMB Mobile for any purpose other than conducting authorised transactions pertaining to your Account(s). You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into BIMB Web and BIMB Mobile, any other customer's account(s) and/or the Banking Services, for any purpose whatsoever.
- 4.7. You shall observe all reasonable propriety and etiquette in your communications with Bank Islam and shall not communicate any obscene or defamatory information to Bank Islam whether through BIMB Web or BIMB Mobile or otherwise.
- 4.8. You are advised to regularly check notices sent by Bank Islam to ensure you are aware of any update of Bank Islam's relevant and applicable policies and practices and other terms applicable to your Account(s), the Banking Services and BIMB Web and BIMB Mobile.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 4.9. You shall not download, install or use BIMB Web and BIMB Mobile on a jail-broken or rooted device. Unauthorised modifications to any tablets' and mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Bank Islam strongly cautions against downloading, installing or using BIMB Web and BIMB Mobile in any hacked tablets and mobile devices.
- 4.10. You shall at all times ensure that BIMB Web and BIMB Mobile shall be used solely in compliance with the Shariah principles.
- 4.11. You shall be solely responsible for the security and care of the device used to generate and/or receive Authentication. Bank Islam shall not be responsible for any fraudulent or unauthorized transactions arising from the loss or compromise of the Authentication or any other device used to generate and/or receive Authentication. Any loss, theft, remote takeover or interception of Authentication, from your mobile telecommunication device and/or any other device used to generate and/or receive Authentication, must be promptly notified to Bank Islam or Bank Islam Contact Centre as specified in Clause 31.1 herein and subject to Clause 15 herein. You shall remain responsible for any unauthorized transactions which took place as a result of loss or theft whatsoever related thereto.

5. Access to BIMB Web and BIMB Mobile

- 5.1 Your usage of BIMB Web and BIMB Mobile shall be subject to Clauses 6 and 7 of this Terms and Conditions herein. Your acceptance and continuance usage of BIMB Web and BIMB Mobile shall constitute your acceptance of the risks in conducting any transaction over BIMB Web and BIMB Mobile.
- 5.2 You acknowledge that, Bank Islam has the right to invalidate your Username and Password for the following reasons:
- a) breach or potential breach of any Terms and Conditions.
 - b) breach or potential breach of any law, regulation.
 - c) to maintain the security of BIMB Web and BIMB Mobile; or
 - d) to maintain the security of other customers.
 - e) to protect the integrity and security of the Bank's systems, including cases where conflicting account information is identified.
- 5.3 You will not hold Bank Islam liable for any loss or damage which you may suffer as a result of such invalidation of your Username and Password.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

5.4 Self-reset Password and Username:

5.4.1 If you forget your Password, you may reset your Password by accessing <https://www.bimb.com> and clicking on “Forget Password” link.

- a) You are required to enter Username, 16 digits Debit/Credit Card number and Identification type which can be either MyKad/NRIC, passport or business registration number.
- b) Upon successful validation of the information in Clause 5.4.1(a) herein, you shall create a Password.
- c) Upon successful password creation, you will be notified to approve the changes using BIMB Secure and advised to log in.

5.4.2 If you forget your Username, please call Bank Islam Contact Center as specified in Clause 31.1 to delete your access and perform new registration by clicking “First Time User” to complete re-registration.

6. BIMB Web

6.1. For first time users, you are required to complete registration as first-time user. Upon your successful registration, you are required to download and complete the registration for BIMB Mobile and perform online activation for online access via Bank Islam's ATM, branches, or via the Contact Center for customers overseas or those without access to branches and ATM machines before you can perform any transaction via BIMB Web and/or BIMB Mobile.

6.2. After successful registration as per 6.1 above, you must enter your Username and Password, and verify the Security Image and Security Phrase displayed on the screen each time you access BIMB Web. You may use the Banking Services available on BIMB Web which Bank Islam and/or any other third parties may offer from time to time for as long you maintain relevant Account(s) with Bank Islam.

6.3. You acknowledge and agree that an authorisation maybe be required for Instruction performed via BIMB Web. A notification will prompt via BIMB Mobile where you are required to authorize and approve transactions via BIMB Secure.

7. BIMB Mobile

7.1. First time setup of BIMB Mobile will be as follows:

7.1.1 You are required to download and install BIMB Mobile in your mobile device. You are advised to read and understand before agreeing to and being bound by all the Terms and Conditions herein.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 7.1.2 You are required to key in the following information and the system will perform verification on:
- a) Your Username and Password; at the same time, you are required to verify your Security Image and Security Phrase,
 - b) Your ID no.
- 7.1.3 Upon successful verification of Clause 7.1.2 above, you may activate Biometric authentication for Quick Balance and Quick Transfer (only available to selected supported mobile devices and this Biometric authentication is optional).
- 7.1.4 After completion of the above, you have completed first time setup for your BIMB Mobile and will receive alerts and notifications that are accessible via Secured Messaging (Inbox) module of BIMB Mobile.
- 7.1.5 Upon completing the first-time setup as a new user for BIMB Mobile, you are required to activate your access before you can perform any banking transactions. Activation can be done at the Bank Islam's ATM machines, at branches, or via the Contact Center for customers overseas or those without access to branches and ATM machines.
- 7.1.6 Subsequently, you may login to BIMB Mobile by using your Biometric (if enabled) or Password in place of your Username to access the Banking Services (as Bank Islam and/or any other third party may make available to you on BIMB Mobile from time to time).
- 7.1.7 You are only allowed to set up BIMB Mobile on one (1) mobile device for one (1) Username at any time. If you wish to set up your Username on another mobile device, you shall de-register your Username on the current or previous mobile device.
- 7.2. Subsequent login to BIMB Mobile shall be conducted in the following manner:
- 7.2.1 Upon successful launch of BIMB Mobile, you will be automatically redirected to the Dashboard.
 - 7.2.2 You are required to authenticate your login to BIMB Mobile either through Biometric (if enabled) or by entering your password in order to proceed with transactions.
- 7.3 You may be required to authorise Instructions via BIMB Secure (via BIMB Mobile), for Banking Services performed by you. A notice will be prompt to you to perform the authorisation.
- 8. Tabung Haji ("TH") Services**
- 8.1. If you wish to have access to use TH services for a TH account on BIMB Web or BIMB Mobile, you are required to link your TH account with your Debit Card-i. The Linking and delinking a TH account with your Debit Card-i is subject to the Terms and Conditions of Bank Islam Debit Card-i. If you

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

wish to stop having access to use TH services for the TH account on BIMB Web or BIMB Mobile, you may delink the TH account from your Debit Card-i. Linking or delinking your TH account with your Debit Card-i shall enable or disable your access to use TH services on ATM (Automated Teller Machine) or CDM (Cash Deposit Machine).

- 8.2. The use of TH services on BIMB Web and BIMB Mobile is subject to this Terms and Conditions. You are advised to visit www.bankislam.com for the full list of available TH services on BIMB Web and BIMB Mobile.

9. Simpan SSPN Prime Services

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

- 9.2 The use of Simpan SSPN Prime services on BIMB Web and BIMB Mobile is subject to this Terms and Conditions. You are advised to visit www.bankislam.com for the full list of available Simpan SSPN Prime services on BIMB Web and BIMB Mobile.

10. Instructions and Authorisations

- 10.1 All Instructions transmitted to and/or received by Bank Islam via your Authentication shall be regarded as regular and genuine Instructions made by you and shall be binding on you upon transmission, subject to Clause 10.4 herein. Bank Islam is duly authorised to accept and act upon Instructions made via your Authentication. You acknowledge and agree that Bank Islam shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party to verify the said Instructions and its authenticity, but Bank Islam has right do so for its own purposes.
- 10.2 If you discover or have reason to believe that the Instructions transmitted to or received by Bank Islam are neither accurate nor complete, you shall inform Bank Islam Contact Centre immediately via telephone as specified in Clause 31.1.
- 10.3 Bank Islam may upon received such notification in Clause 10.2 above, may cancel, revoke, reverse or amend an earlier instruction provided your request to cancel, revoke, reverse or amend the same is received and effected before the earlier Instruction is executed and Bank Islam reserves the right to charge you accordingly.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 10.4 In the event that Bank Islam decides to act upon and/or carry out any Instructions or is otherwise under an obligation to act upon and/or carry out any Instructions, Bank Islam shall be allowed to act upon and implement any Instructions as may be reasonable having regards to the systems and operations of Bank Islam and any other circumstances, subject to Clause 20.5. Bank Islam shall not be responsible or liable for any loss arising from any delay on the part of Bank Islam in acting upon and/or carrying out any such Instructions.
- 10.5 Notwithstanding to the contrary herein, Bank Islam reserves the right to refuse to carry out any Instructions given by you for any reason, including without limitation, where such Instructions are in violation of any of the Terms and Conditions herein contained or are inconsistent with any of Bank Islam's policies, Shariah principles or contradicting the Shariah principles or any regulatory requirements or other rules and regulations as may be in effect from time to time.
- 10.6 Where any instruction is ambiguous and/or inconsistent with any other Instructions, Bank Islam shall be entitled to rely and act upon such Instruction in accordance with any evidence recorded by system or refuse to act until Bank Islam receives a fresh Instruction(s) in such form and manner as communicated by Bank Islam.
- 10.7 All Instructions given and transactions effected or made by you after the time stipulated by Bank Islam on any day will be affected or made on the next Business Day following that date of the Instructions or transaction is made. You may refer <https://www.bankislam.com/personal-banking/services/interbank-giro-ibg/> for details of transaction cut-off time.

11. Availability of Service

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

12. Availability of Funds

- 12.1 You agree and accept that Bank Islam reserves the right to impose limits and conditions to all the transactions performed by you through BIMB Web or BIMB Mobile, as communicated Bank Islam from time to time. You further agree and accept that your transactions are limited to such maximum daily limit that may be imposed by Bank Islam from time to time. You shall ensure that the limit shall be observed.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

12.2 In the event that your account is overdrawn for any reason whatsoever including the exercise by Bank Islam of its right of set-off or as a result of Bank Islam executing your Instructions, you shall, pay to Bank Islam the amount of moneys overdrawn and until such payment is fully settled, you shall abstain from performing any other transaction in your Account through Bank Islam or otherwise.

13. Updating of Your Particulars

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

14. Account Information

14.1 Subject to Clause 14.2, Bank Islam does not warrant the accuracy of any information pertaining to your Account(s) as reported through BIMB Web or BIMB Mobile.

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

14.3 Bank Islam will issue you Statements of Account as agreed in the relevant Account Terms and Conditions. A Statement of Account will include BIMB Web and BIMB Mobile transactions carried out on your instruction which are relevant to your Account(s). Where Bank Islam sends or delivers to you Statement of Account, you shall verify each and every Statement of Account as per relevant account product terms and conditions.

14.4 E-Statement Service

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

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

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

- a) Savings account

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- b) Current account
- c) Transactional investment account
- d) Financing account
- e) Credit card

15. Transfers and Payments

- 15.1. Bank Islam will use reasonable endeavor to execute any transfer and payment Instructions promptly in accordance with your Instructions subject always to the Payments and Transfers being made on a business day before the time stipulated by Bank Islam. You may refer to <https://www.bankislam.com/personal-banking/services/interbank-giro-ibg/> for details of transaction cut-off time.
- 15.2. Bank Islam may request for any additional verification and/or information prior to the execution of any Transfer or Payment Instructions. For the avoidance of doubt, Bank Islam shall not be responsible nor liable for any loss which you may suffer, whether directly or indirectly, as a result of Bank Islam's failure, neglect, omission or otherwise option not to request for such additional verification and/or information.
- 15.3. You acknowledge that Bank Islam may specify limits on the number of transactions you may make using Bank Islam's Transfer and Payment services and the amounts to be transferred or paid under the same.
- 15.4. You may log into BIMB Web and/or BIMB Mobile to customize such limits from time to time, subject to the maximum allowable limit. The default limits and the maximum allowable limits are listed in the FAQs section of both BIMB Web and BIMB Mobile. These limits are subject to change from time to time with prior notification to you.
- 15.5. Bank Islam shall not be liable for any Transfers or Payments or any failure to complete or execute a Transfer or Payment instruction where: -
- 15.5.1 You have an insufficient balance in your Account(s) or insufficient overdraft line of credit to transfer or pay the relevant amount(s) or to transfer or pay for any fees, taxes, duties, levies, penalty charges, and/or profit charges that may be imposed by Bank Islam from time to time for the use of BIMB Web and/or BIMB Mobile and/or any of its Banking Services;
 - 15.5.2 Your relevant Account(s) is/are to be made subject to any legal process or other otherwise claim restricting such transactions or where the same is/are otherwise frozen, closed or suspended for any reason whatsoever;

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 15.5.3 The Service Provider(s) or beneficiary bank do/does not process your Transfer or Payment promptly and/or correctly;
- 15.5.4 You have provided Bank Islam with inaccurate or incomplete Instructions or information relating to, among others, the amount(s) to be paid or transferred and the details of the beneficiary account(s) or Service Provider(s) to which such monies are to be transferred or paid to; or the status of the beneficiary account is invalid and/or falls under Clause 15.5.2 herein;
- 15.5.5 There is an error in the information or Instructions given by you, during the course of transmission through BIMB Web or BIMB Mobile;
- 15.5.6 You fail, neglect, omit or otherwise choose not to follow the latest or current instruction, procedures and directions for using BIMB Web or BIMB Mobile or the particular Banking Services offered thereunder; or
- 15.5.7 Bank Islam knows or has reasons to believe that a fraud, criminal act, offence, or violation of any law or regulation has been or will be committed.
- 15.6 You may cancel the Transfer or Payment service pursuant to Clause 25 herein. Any unprocessed Transfers or Payments will be cancelled on the Business Day your cancellation request is received. If you close any relevant Account pertaining to any such Transfers or Payments, any unprocessed Transfers or Payments scheduled from that Account or to be paid into that Account will also be cancelled on the day that Account is closed.
- 15.7 In making transfer using Quick Transfer:
- 15.7.1 Bank Islam set the maximum limit for Quick Transfer at RM250 per transaction. You may change the limit per transaction via BIMB Web or BIMB Mobile or any other means as informed by Bank Islam through the communication method(s) as specified in Clause 33.1. The limit per transaction at BIMB Web is different than BIMB Mobile.
- 15.7.2 Bank Islam has the right from time to time to revise these maximum limits on Quick Transfer with prior sufficient notice to you.
- 15.8 In making payment under Bill Presentment service, you:
- 15.8.1 expressly consent to the relevant Biller providing or making available to Bank Islam the Bill(s) and the details and information therein;
- 15.8.2 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;

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 15.8.3 undertake that you have all necessary rights and consents to access and view the Bill(s) and all details therein and where applicable make payment in relation thereto;
- 15.8.4 undertake that you have all necessary rights and authorisations to provide the consents stipulated in Clause 15.8.1 and 15.8.2 above.
- 15.8.5 Under Bill Presentment service, you acknowledge that any Bill viewing and/or payments made by you based on the Bill Presentment will be made under BIMB Web or BIMB Mobile and subject to the Terms and Conditions herein.
- 15.9 In making payment under prepaid reload service:
- 15.9.1 You shall be responsible to ensure the correct service provider, prepaid product, method of reload and amount is displayed prior to confirming the transaction.
- 15.9.2 Any cancellation request must reach Bank Islam no later than 60 days from the date of transaction, and refund is subject to the service provider's approval.
- 15.10 In making/ receiving payment/ transfer under DuitNow QR and making payment under JomPAY QR service:
- 15.10.1 You shall download and install BIMB Mobile and complete BIMB Mobile first time setup.
- 15.10.2 You shall select an account as the debiting and crediting account.
- 15.10.3 You shall observe all security measures as stipulated in Clause 17 of the Terms and Conditions herein.
- 15.10.4 You shall not use DuitNow QR or JomPAY QR to make payment/ transfer unless there is sufficient fund in your debiting account.
- 15.10.5 Bank Islam has initially specified maximum daily cumulative limit on DuitNow QR and JomPAY QR for making payment/ transfer. However, you may change this limit via BIMB Mobile or any other means as informed by Bank Islam through the communication method(s) as specified in Clause 33.1. Bank Islam has the right from time to time to revise the minimum and/or maximum limit on DuitNow QR and JomPAY QR for making payment/transfer with prior sufficient notice to you.
- 15.10.6 For any payment/ transfer transaction of RM250 and below, no Password or Biometric authentication is required, subject to a maximum daily cumulative limit of RM250. You may change this limit via BIMB Mobile or any other means as informed by Bank Islam through the communication method(s) as specified in Clause 33.1. For any payment/ transfer transaction above RM250 or the daily cumulative limit set by you, Password or Biometric authentication is required to authorise the transaction.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 15.10.7 You shall be responsible to ensure the correct amount and beneficiary information is displayed prior to confirming the payment/ transfer transaction.
- 15.10.8 The use of DuitNow QR and JomPay QR services on BIMB Mobile is subject to these Terms and Conditions, Terms, and Conditions of DuitNow QR and Terms and Conditions of JomPAY on BIMB Web, BIMB Mobile and BIMB Biz.

16. Secure messaging (Inbox)

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

17. Your Responsibilities for Security

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

- 17.1. You agree and acknowledge that you shall at all times keep your Authentication secure and shall not share or disclose your Authentication to any person whatsoever, including any officers of Bank Islam.
- 17.2. You shall, at all times:
- 17.2.1 Observe all security measures as may be prescribed by Bank Islam in relation to your Authentication and further.
- 17.2.2 Take all reasonable precautions necessary to ensure that no other person has or will be granted access to your Authentication and such precautions may include, among others.
- 17.2.2.1. Immediately memorise the Authentication and destroy any envelope or document on which it is stated (if any).
- 17.2.2.2. Not retaining the Authentication in any form except in memory.
- 17.2.2.3. Not leaving the computer or any devices unattended whilst accessing BIMB Web or BIMB Mobile.
- 17.2.2.4. Ensuring that other people do not see you entering your Authentication upon access to BIMB Web or BIMB Mobile, and
- 17.2.2.5. Ensuring you properly log off from BIMB Web or BIMB Mobile upon completion of your use thereto.
- 17.3. You agree that you shall, at all times, be responsible for all access and/or use of BIMB Web and Mobile made via your Authentication whether it was in fact made by you or by any other person(s) purporting to be you.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 17.4. If you discover or have reasonable grounds to believe that your Authentication has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you, you shall immediately notify Bank Islam or Bank Islam Contact Centre as specified in Clause 31.1 and/or in accordance with such terms, conditions and/or procedures as may be communicated by Bank Islam from time to time.
- 17.5. Subject to Clause 17.7 below, you shall be liable for all such transactions conducted through BIMB Web and BIMB Mobile. Except where:
- 17.5.1 Immediately upon you discovering or having reasonable grounds to believe that your Authentication has been compromised in any way and/or
- 17.5.2 You have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you.
- Where you deliberately delay notifying Bank Islam for whatever reason, you may be made, liable for all transactions conducted for the actual loss which occurred, until the actual notification made by you are received and logged by Bank Islam subject to Clause 17.8 below.
- 17.6. Upon Bank Islam's receipt of your notification made pursuant to Clause 17.4 above, you agree and acknowledge that Bank Islam may, suspend your access to BIMB Web and BIMB Mobile until your new Authentication (as the case may be) is issued or applied for and/or such reported/unreported discrepancies are resolved by Bank Islam.
- 17.7. Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your Authentication is due to your actions, fraud, disclosure, abuse or misuse, refusal to cooperate with Bank Islam during investigation, which are deliberate, you shall be liable for such use even if a notification is made pursuant to Clause 17.4 above.
- 17.8. Further and notwithstanding Clause 17.5 above, where you have contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 17.4 above, you may, subject to Clause 17.7, be liable for the actual loss which occurred during the period of such delay, except for: -
- 17.8.1 That portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the relevant Account: or
- 17.8.2 That portion of the total loss incurred which exceeds the amount of funds standing in your Account.
- 17.8.3 In addition, you are responsible for ensuring your own personal computer's, mobiles or electronic device is protected by up-to-date anti-virus software and other security measures to prevent unauthorised access to your transactions and Account(s) via BIMB Web and BIMB Mobile. This includes protecting against malware, spyware, and any

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

malicious software that may compromise your device or Authentication. You shall comply with any other security rules prescribed by Bank Islam.

- 17.8.4 It is your responsibility to update your browser and operating system to the latest version to access BIMB Web and BIMB Mobile on your mobile devices or other electronic devices whenever updates are made available on the official supported app store or website.
- 17.9 You shall be fully responsible for:
- 17.9.1 Log in to the correct URL for BIMB Web.
- 17.9.2 Download and install the correct BIMB Mobile.
- 17.10 By enabling Biometric authentication to access BIMB Mobile, you agree and acknowledge that:
- 17.10.1 The Face or Fingerprint(s) registered on your mobile device will be used to access BIMB Mobile.
- 17.10.2 The authentication is performed by BIMB Mobile by interfacing with the face or fingerprint authentication module on your mobile device and that you agree to the authentication process. You understand that the face or fingerprint authentication module of your mobile device is not provided by Bank Islam and Bank Islam makes no representation or warranty as to the security of the face or fingerprint authentication function of any mobile device and whether it works in the way that the manufacturer of the mobile device represents.
- 17.10.3 Bank Islam does not represent or warrant that the Biometric authentication will be accessible at all times or that it will function with any electronic equipment, software, infrastructure or other electronic banking services whatsoever that Bank Islam may offer from time to time.
- 17.10.4 You shall take necessary precautions to safeguard your mobile device and must not save any other Face or Fingerprint(s) except your own on your mobile device. You understand that upon the successful registration and enablement of face or fingerprint authentication on BIMB Mobile, any face or fingerprint imprint that is stored on your mobile device can be used to access your BIMB Mobile and may be used to authorise logins and transactions through BIMB Mobile and Banking Services.
- 17.10.5 Bank Islam shall not be liable for your loss you incur or incurred in connection with the use or attempted use of the Biometric authentication, or your Instructions, or any unauthorised transactions through or in connection to the use of Biometric authentication to access BIMB Mobile and the Banking Services herein, unless any law prohibits Bank Islam from excluding or limiting Bank Islam's liability. You shall indemnify Bank Islam from all losses and damages whatsoever which Bank Islam may suffer in connection with any improper use of your Biometric authentication on BIMB Mobile and the Banking Services

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

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

- 17.11 By using BIMB Mobile, you consent to your device being scanned by the application to detect potential threats, ensuring security and protecting your account. These measures are essential for the application's secure operation.
- 17.12 You are also responsible for verifying the Security Image and the Security Phrase rendered on the screen. You shall only proceed to key-in your Password if the Security Image and the Security Phrase are the same as your selected Security Image and Security Phrase. If the rendered Security Image and Security Phrase are not the same or not available, you shall not proceed and immediately notify Bank Islam via Bank Islam's Contact Centre as specified in Clause 31.1.
- 17.13 You shall be responsible for not to access:
- 17.13.1 BIMB Web through internet cafes or any public places offering internet services and you shall log off from BIMB Web before leaving the computer terminal.
- 17.13.2 BIMB Mobile through public Wi-Fi or hotspot and you shall log off from BIMB Mobile before leaving BIMB Mobile.
- 17.14 You shall also be responsible to immediately call Bank Islam's Contact Center as specified in Clause 31.1 herein if your computer, laptop or device used to access BIMB Web and BIMB Mobile is loss or stolen.
- 17.15 You are also advised to periodically check your account(s) balances at appropriate length of time subsequent to the transaction performed and to let Bank Islam knows of any irregularity or errors. Should there be any unauthorised transactions or unauthorised access suspected, you must immediately call Bank Islam's Contact Center as specified in Clause 31.1 herein.
- 17.16 You are also advised to read and understand the FAQ before attempting to use BIMB Web and BIMB Mobile, and not to carry out any Instructions or utilize BIMB Web and BIMB Mobile in the presence of any other person.

18. Your Confidentiality

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

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

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

19.1. You agree that Bank Islam has the right at any point of time to:

19.1.1 Demand you to refund of and/or to debit your account(s) and/or set-off any balances in any account(s) for any overpayment into any of your account(s) arising from error, irregularity or omission, whether attributable to Bank Islam, in the course of carrying your instructions or in any other occasions whatsoever.

19.1.2 Set off any money in any of your accounts including amount deriving from the profit-sharing investments with Bank Islam (whether matured or otherwise) and/or any investment/ deposit products and/or receivables held in any of your accounts, towards satisfaction of any of your liabilities to Bank Islam.

19.1.3 Debit the applicable amount from your account without prior consent if you are not the intended beneficiary in the following events:

- a) Mistaken payment instruction caused by third party who initiates the transaction (“Originator”) that is directed to wrong recipient, carry wrong amount, or are duplicate;
- b) Erroneous payment instructions that were incorrectly transferred by other financial institution or Bank Islam to other parties which include but not limited to generating invalid, incorrect, misdirected or duplicated transaction on behalf of Originator due to technical errors or operational errors that are not the fault of the Originator;
- c) Erroneous payments caused by payment system may be due to technical or operational errors that result in incorrect or duplicated transaction;
- d) Unauthorised or fraudulent payment instruction that were not initiated by the Originator or transaction which have been induced by dishonest or fraudulent means for the benefit of a party other than the party intended by the Originator.

19.2 In the event there is amount due, owing and payable by you, Bank Islam may refuse withdrawals of or refuse to discharge any of your accounts, balances, funds and/or assets. Bank Islam is authorised to realise (whether at or before maturity) any of your deposits, investment products and/or assets whatsoever held with the Bank until all monies due, owing, and payable to the Bank is fully settled by you.

20. Exclusion of Liabilities

20.1. Bank Islam shall use all reasonable efforts to ensure the operation and provision of BIMB Web and BIMB Mobile, and the Banking Services. However, you agree and acknowledge that Bank Islam does not make any warranties or representations of any kind whatsoever with respect to BIMB Web and BIMB Mobile, and the Banking Services provided by Bank Islam and/or Affiliates whether

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

express or implied. Subject to Clause 20.5, Bank Islam shall not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of BIMB Web and BIMB Mobile, and the Banking Services whether suffered by you or any other person with the exception of losses which, subject to Clause 10.4, are caused by the fraudulent or gross negligent conduct of Bank Islam's officers.

- 20.2. Without limiting the generality of Clause 20.1 above, Bank Islam shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurred: -
- 20.2.1 Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server, mobile or other device or system whether or not owned, operated or maintained by you, Bank Islam or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any Authentication or Instruction.
 - 20.2.2 Any of the Banking Services not being accessible, available or functioning.
 - 20.2.3 Any failure or delay caused by your internet browser, operating system, personal computer, electronic or mobile device or other software, computer virus or related problems.
 - 20.2.4 The corruption, destruction, alteration, loss or error in your Instructions or any data or information in the course of transmission through BIMB Web or BIMB Mobile.
 - 20.2.5 Any intrusion, interference or attack by any person, virus, trojan horse, worms, macros, malicious programs or other harmful components or deleterious programs or files.
 - 20.2.6 Any use of BIMB Web or BIMB Mobile on a jail-broken or rooted device as set out in Clause 4.9 above.
 - 20.2.7 Any loss, theft or unauthorised use of your Authentication.
 - 20.2.8 Any remote interception as a result of a malicious program stored in any telecommunications, computer, mobile or any other device whether or not owned, operated or maintained by you.
 - 20.2.9 Any unauthorised access and/or use of BIMB Web and BIMB Mobile, and the Banking Services by any person, whether remotely performed or otherwise, only where such access or use arises directly from the customer's deliberate actions or negligence.
 - 20.2.10 Any prohibition, suspension, delay or restriction of your access to BIMB Web or BIMB Mobile by the laws and regulations of any country from which you access BIMB Web or BIMB Mobile.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 20.2.11 Any prohibition, suspension, delay or restriction of your access to BIMB Web or BIMB Mobile caused by, relating to or in connection with your Network Service Provider.
- 20.2.12 Any inaccuracy or incompleteness of information, data or Instructions given by you in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services.
- 20.2.13 Your failure, neglect or omission to maintain sufficient funds in the relevant Account(s) to perform any of your Instructions.
- 20.2.14 Your inability to perform any transactions due to limits set by Bank Islam from time to time.
- 20.2.15 Your failure, neglect or omission to act in accordance with this Terms and Conditions and any other rules, regulations, policies and guidelines currently in force.
- 20.2.16 Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under this Terms and Conditions.
- 20.2.17 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
- 20.2.18 Any loss which is caused by third parties.
- 20.3. While Bank Islam shall make reasonable efforts to ensure that the product information, Fees and Charges, and rates on Bank Islam website are accurate and current, there may be instances where inaccurate or incomplete information, Fees and Charges, or rate is inadvertently displayed. In the event such information, Fees and Charges, or rate is incorrect or incomplete, Bank Islam shall have the right, to refuse, avoid, nullify and/or cancel any Instructions placed and or any transaction effected under the Account, Banking Services and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. Bank Islam assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.
- 20.4. So long as Bank Islam acts in good faith in acting upon or carrying out any Instructions, Bank Islam shall neither be responsible nor liable to you in any respect for any indirect or consequential loss caused by or arising from Bank Islam's execution or implementation of such Instructions or any matter arising therefrom.
- 20.5. Where Bank Islam:
- 20.5.1 fails to observe the procedures on complaints and investigation as set out in Clause 31 herein; and

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

20.5.2 such failure:

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

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

21. Proprietary Rights

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

22. Fees and Charges

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

22.2. Bank Islam may inform you of: -

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

22.2.2 Such taxes (including service tax).

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

22.3 You agree and acknowledge that Bank Islam reserves the right to debit your relevant Account for the payment of any Fees and Charges or Taxes and/or penalties imposed pursuant to this 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 BIMB Web and BIMB Mobile and the Banking Services provided thereunder. You may refer to www.bankislam.com for the full list of fees and charges.

You agree and acknowledge that all fees, charges, taxes and duties including but not limited to telephone and telecommunication charges, relating to your access and connection to BIMB Web or BIMB Mobile including any Fees and Charges imposed by any Network Service Provider shall be borne solely by you, and Bank Islam shall neither be responsible nor liable in relation thereto.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

23. International Use

- 23.1. The use of BIMB Web or BIMB Mobile outside of Malaysia is subject to the Foreign Exchange Administration Rules of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested, and the laws and regulations of Malaysia and the country where the transaction is effected or requested.
- 23.2. The maximum amount of transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 23.3. You hereby agree that you are using BIMB Web and BIMB Mobile on their own initiative and are responsible for your compliance with local laws.

24. General

- 24.1. You hereby agree that Bank Islam's record and any records of the Instructions, communications, operations or transactions made or performed, processed or effected through Bank Islam's Web and Mobile via your Authentication or any record of transaction relating to the operation of any of Bank Islam's Web and BIMB Mobile shall be binding and conclusive evidence of the transaction and your liability to Bank Islam.
- 24.2. You agree that Bank Islam has the right to require you to maintain a minimum balance at any one time in your Account(s). Your failure to maintain such minimum balance as required by Bank Islam could result in a penalty being imposed against you or lead to a suspension or termination of the BIMB Web and Mobile.
- 24.3. You will not be given access to BIMB Web and BIMB Mobile if there is restriction(s) on your Account(s) either Imposed by Bank Islam or other relevant authorities.

25. Termination of Services

- 25.1. Subject to Clause 25.3 below, you agree and acknowledge that Bank Islam has the right to suspend, terminate or restrict your access to BIMB Web or BIMB Mobile or any part thereof by giving seven (7) days prior notice to you. For avoidance of doubt, upon receiving such notice, you shall make necessary arrangements for all your future and/or recurring transaction. Bank Islam shall not be held liable by you 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.
- 25.2. Notwithstanding the generality of Clause 25.1 herein, Bank Islam may terminate, suspend or restrict your access to BIMB Web and BIMB Mobile immediately upon giving notice, if: -

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

- 25.2.1 You cease to maintain any Account(s) with Bank Islam which can be accessed via BIMB Web and BIMB Mobile.
- 25.2.2 You breach any term, condition or provision of this Terms and Conditions or laid down by any legal, regulatory or other authority or body relevant hereto.
- 25.2.3 You fail to pay any charges, Fees or Charges or Taxes when due.
- 25.2.4 You have provided Bank Islam with false or incomplete information for your access to or use of BIMB Web or BIMB Mobile.
- 25.2.5 You become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration.
- 25.2.6 In Bank Islam's opinion, it is in the public interest to do so.
- 25.2.7 In Bank Islam's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or
- 25.2.8 Bank Islam is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict your access to BIMB Web and BIMB Mobile regardless of whether the relevant authorities have the legal or valid authority to request Bank Islam.
- 25.3. You may terminate your access to and use of BIMB Web or BIMB Mobile or any particular Banking Services at any time, by giving at least seven (7) days prior written notice to Bank Islam. The notification will not be effective until Bank Islam has received your notice, acknowledges it and proceeds to terminate your access to and use of BIMB Web or BIMB Mobile or the relevant portions thereof.
- 25.4. You agree and acknowledge that termination does not affect your liability or obligations in respect of Instructions received by Bank Islam prior to such termination that have been processed or are being processed by Bank Islam.
- 25.5. You further agree and acknowledge that where an Instruction was received by Bank Islam prior to such termination herein but has not been processed, and your access to BIMB Web and BIMB Mobile are thereafter terminated, you shall neither hold Bank Islam responsible nor liable for any failure to process the said Instruction.
- 25.6. Any rights and obligations under this Terms and Conditions shall survive the termination of this Terms and Conditions, shall continue to be in full force and effect thereafter.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

26. Indemnity

- 26.1. In addition, and without prejudice to any other right or remedy of Bank Islam, whether under this Terms and Conditions or otherwise, you shall indemnify and hold Bank Islam harmless at all times from and against any and all loss suffered or incurred by Bank Islam as a result of any of the following: -
- 26.1.1 Any failure by you to comply with any of the Terms and Conditions herein contained; and/or
- 26.1.2 Bank Islam acting in accordance with any Instructions or in any manner pursuant to this Terms and Conditions.
- 26.2. You agree and acknowledge that your obligation to indemnify Bank Islam herein shall survive the termination of this Terms and Conditions, BIMB Web or BIMB Mobile.
- 26.3. You shall indemnify and hold Bank Islam harmless at all times from and against any and all Fees and Charges or Taxes payable by you pursuant to this Terms and Conditions.

27. Waiver

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

28. Severability

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

29. Variations of Terms and Conditions

- 29.1. Bank Islam reserves the right to add, amend, delete or vary any of this Terms and Conditions by way of notice however Bank Islam will, subject to Clause 29.4 herein, give at least twenty-one (21) days' notice of any such addition or amendment to terms and conditions.
- 29.2. Notwithstanding the same, you should be able to view the revised Terms and Conditions upon access to BIMB Web and BIMB Mobile.
- 29.3. If you continue to use BIMB Web or BIMB Mobile 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

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

(21) days upon your receipt of such notice in accordance with Clause 33.1 herein, then you acknowledge and have accepted such additional or amended terms and conditions and agreed to be bound by them.

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

30. Successors Bound

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

31. Disputes and Enquiries

- 31.1. Should there be any enquiries or require any assistance, please refer to Bank Islam's Contact Center at +603 26 900 900 (24 hours daily) or email at contactcenter@bankislam.com.my. For the avoidance of doubt, all telephone calls made to Bank Islam's Contact Centre shall be logged by Bank Islam. In addition, you are advised to read Bank Islam's Privacy Notice and Client Charter in www.bimb.com.
- 31.2. In the event that you have any complaints and/or disputes arising from BIMB Web and BIMB Mobile and this Terms and Conditions, please refer the matter to Bank Islam at the address stated in Clause 33.2 below and specifying the nature of your complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.
- 31.3. Subject to Clause 31.4 herein, you may be required to disclose promptly to Bank Islam all relevant information relating to any report, query or complaint including but not limited to your name, MyKad/NRIC or passport number, the relevant Account(s) number(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error, disputed transaction, query or complaint, as maybe relevant. Notwithstanding this, you shall not, at any time and under any circumstances whatsoever, disclose your Authentication to any of Bank Islam staff or representative.
- 31.4. Where any communication involves your sensitive or confidential information whether in relation to your Account(s) or any transactions made in relation thereto or otherwise, Bank Islam does not encourage the communication of any such information via electronic-mail ("e-mail") and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

and shall not, at any time whatsoever, hold Bank Islam responsible or liable for the security of such information or any loss suffered in relation thereto.

- 31.5. In the event that Bank Islam requests you to make such report, complaint or query in writing to Bank Islam, you shall do so within seven (7) days thereafter. If no such written report, complaint or query is received by Bank Islam within the said period, Bank Islam will not be under any obligation to conduct any investigation and answer any such query or complaint.
- 31.6. Subject to Clause 31.7 herein, Bank Islam shall endeavor to investigate the complaint, answer the query or inform you the results of its investigation as soon as practicable or in any case within fourteen (14) days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 31.5, within fourteen (14) days of receipt of such subsequent written report, query or complaint.
- 31.7. If Bank Islam requires more time to conduct its investigation, Bank Islam shall extend the period stated in Clause 31.6 above to such reasonable period which shall as far as reasonably possible not exceeding thirty (30) days from the date of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 31.5 herein, within thirty (30) days of receipt of such subsequent written report, query or complaint.
- 31.8. You shall as far as possible co-operate and assist Bank Islam in the conduct of its investigations, including allowing Bank Islam and its investigation team to access the device(s) used for the disputed transaction such as the personal computers, laptops, tablets, mobile devices within five (5) Business Days from the date you reported your query or complaint to Bank Islam's Contact Centre as stated in Clause 31.1 herein.
- 31.9. Subject to the provisions of this Terms and Conditions, upon the completion of an investigation, Bank Islam shall make reasonable endeavors to correct any error promptly and to make the necessary adjustments to your Account(s) and notify you of the adjustments made pursuant thereto.
- 31.10. In any case, Bank Islam shall inform you of the results of the investigation within twenty-one (21) days of the completion of Bank Islam's investigations in Clause 31.6 or 31.7 herein, as the case may be.
- 31.11. Subject to Clause 20 herein, Bank Islam, as the case may be, assures total reimbursement to you in the event you suffer monetary losses due to direct loss from your Account arising from your use of BIMB Web and BIMB Mobile and the Banking Services provided always the losses were due to Bank Islam's system malfunctioning wherein such malfunctioning will be subject to confirmation by Bank Islam.
- 31.12. Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such an outcome by referring to such a complaint to the FMOS via contact no. 03-2272 2811 from 9.00 am to 5.00pm, Monday to Friday or visit www.fmos.org.my.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

32 Dispute Resolution for Unauthorized and Fraudulent Transactions

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

32.1.1 Offer Provisional Credit:

Bank Islam shall immediately offer provisional credit to you, 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.

32.1.2 Disbursement of Provisional Credit:

Bank Islam shall disburse the provisional credit into your account upon you:

32.1.2.1 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

32.1.2.2 Submitting a copy of the police report in relation to the fraud dispute.

32.1.3 Full Use of Provisional Credit:

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

32.1.4 Additional Credit Upon Further Delay:

In the event that 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 interest or profit) into your account.

32.2 Repayment of Provisional Credit Upon Investigation Conclusion

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

32.2.1 Provide you with a reasonable timeline within which to repay the outstanding provisional credit.

32.2.2 In the event you fail 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.

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

33 Notices

- 33.1 You hereby consent to all notices and other communications which concern the BIMB Web or BIMB Mobile or are required under this Terms and Conditions or may be given by Bank Islam in any on one of the following manners: -
- 33.1.1 By ordinary post to your last known address in Bank Islam's records and such notification shall be deemed received two (2) days after posting.
- 33.1.2 By electronic mail to your last known e-mail address in Bank Islam's records and such notification shall be deemed received twenty-four (24) hours after sending.
- 33.1.3 By being displayed in Bank Islam premises and such notification shall be deemed effective upon such display.
- 33.1.4 By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
- 33.1.5 By inserting a notice in Bank Islam's Statement of Account to you and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to you.
- 33.1.6 Broadcasting a message on BIMB Web or BIMB Mobile.
- 33.1.7 If notified to you in any other manner as communicated by Bank Islam.
- 33.2 All notices to Bank Islam concerning the BIMB Web and BIMB Mobile and this Terms and Conditions shall be in writing, signed by you and sent to Bank Islam at the following address or in such other way as Bank Islam may notify you from time to time:

Bank Islam Malaysia Berhad
eChannels Department, Operations
18th Floor, Menara Bank Islam
No 22 Jalan Perak
50450 Kuala Lumpur.
Telephone: +603 2690 0900 (24 hours daily)
Fax: +603 2782 1351
Email: contactcenter@bankislam.com.my

34 Law and Jurisdiction

This Terms and Conditions shall be governed by and construed in accordance with the Laws of Malaysia. Any dispute arising in respect of the BIMB Web and BIMB Mobile and this Terms and

PART B: TERMS AND CONDITIONS OF BIMB WEB AND BIMB MOBILE
(Effective Date: 05 May 2025)

Conditions, which cannot be resolved in the manner specified in Clause 31 above, shall be referred to the Courts of Malaysia situated in Kuala Lumpur.

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