



**TERMS AND CONDITIONS OF BANK ISLAM BIMB BIZ**  
(Effective Date: 31 July 2024)

*Summary of Changes*

*Added the term 'Person in Charge' and clause 3.8 to provide a brief overview of the Person in Charge's roles and responsibilities*

This Terms and Conditions shall govern your use of BIMB Biz (as hereinafter defined) and shall be read together with the FAQ for BIMB Biz, and other relevant Terms and Conditions of Account(s) (as hereinafter defined) which may be accessed by you through [www.bankislam.com](http://www.bankislam.com).

Where there is a conflict between these Terms and Conditions with the other applicable Terms and Conditions, these Terms and Conditions shall prevail to the extent of such contradiction.

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

If you choose NOT to accept these Terms and Conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of the application.

**1. Definition**

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

<b>Terms</b>	<b>Definitions</b>
<b>Account</b>	means an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic investment accounts, Islamic deposit account, current accounts, virtual internet accounts. Additionally, means all line of credit accounts tied to payment cards where transaction is made.
<b>Authentication</b>	refers to any form to authenticate or verify your identity or Instructions as determined by Bank Islam including but not limited to: <ol style="list-style-type: none"> <li>Username;</li> <li>Password;</li> <li>Biometric; and/or</li> <li>TAC.</li> </ol>
<b>Bank Islam</b>	refers to Bank Islam Malaysia Berhad.
<b>Beneficiary of Fraud</b>	means party who ultimately benefits from the unauthorised or fraudulent payment.
<b>Biometric</b>	refers to an authentication method using Face or Fingerprint(s) recognition, as the case may be, to authenticate or verify your identity or Instruction(s).
<b>Business Day</b>	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
<b>Buyer</b>	refers to individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Customers who transfers funds via DuitNow QR Service.
<b>Cashier</b>	refers to the person who is authorised by Seller to generate QR Codes and receive QR Payments from Buyer on behalf of Seller.
<b>Credit Transfer</b>	An order from a buyer to the Debiting Participant to debit the Buyer's Account and facilitate fund transfer to a Recipient's Account
<b>Debiting Participant</b>	means banks and e-money issuer participating in <b>Real-Time Retail Payments Platform (RPP)</b> where the Buyer maintains account(s)



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<b>Terms</b>	<b>Definitions</b>
<b>DuitNow QR Brand</b>	means brand, icon, logo, trademark, and service mark for the DuitNow QR.
<b>DuitNow QR Owner &amp; Operator</b>	means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D])
<b>DuitNow QR Services or DuitNow QR</b>	A service offered by PayNet, which facilitates industry wide ubiquitous Payments or Credit Transfers by scanning the QR Code, which complies with DuitNow National QR Code Standard (Merchant-Presented Mode) or DuitNow National QR Code Standard (Consumer-Presented Mode)
<b>Dynamic QR Code</b>	refers to a unique and changeable code produced by Seller which has the Seller's account details and transaction information embedded within the code. Dynamic QR code can only be scanned once and is usually with an expiry period. Buyer does not need to enter the amount when making QR Payments using Dynamic QR code.
<b>Erroneous Payment Instruction</b>	means a payment instruction that is initiated wrongly or is incorrect.
<b>Face</b>	refers to 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 Biz to perform selected Banking Services as communicated by Bank Islam from time to time.
<b>Fingerprint</b>	refers to the fingerprint imprint(s) saved on your mobile device which supports fingerprint authentication function and may be used as an alternative to your Password to access the Application to perform selected Banking Services as communicated by Bank Islam from time to time.
<b>Fraudulent Payment Instruction</b>	means a payment which has been induced by dishonest or fraudulent means and which the Buyer requests it to be refunded. It includes cases where Buyer makes a payment as a result of a fraudulent invoice issued by a third party who purports to be a Seller (and is not in fact a Seller) or third party who impersonates a Seller.
<b>BIMB Biz</b>	refers to the BIMB Biz mobile application which may be downloaded and installed via iOS or Android mobile devices to access BIMB Biz Services.
<b>BIMB Biz Promotion</b>	refers to promotion(s) created by Seller using the BIMB Biz application.
<b>BIMB Biz Services or Banking Services</b>	refers to the services made available by Bank Islam to you via BIMB Biz.
<b>Instructions</b>	means any request, application, authorisation or instructions in whatever form given or transmitted through BIMB Biz.
<b>Maker</b>	A BIMB Biz user who is authorized by Seller to initiate transfer and/or payment on BIMB Biz.
<b>Mistaken Payment</b>	means a payment transaction to a Seller for an amount which is not in accordance to the payment instruction or contain errors in the payment instruction resulting in payments being debited from the wrong Buyer, containing incorrect QR code or reference number with the wrong amount, being duplicated or not completed or failed.
<b>Mobile Device</b>	refers to a mobile phone or such other communication device which is used to access BIMB Biz.
<b>Network Service Provider</b>	refers to any Internet service provider providing connection to the Internet.
<b>Participant</b>	Banks and Non-Banks that have been granted approval to access the RPP Scheme to enable clearing and settlement of DuitNow QR transactions
<b>Password</b>	refers to a unique string of characters (includes alphanumeric and selected symbols) chosen by you and known only to you and Bank Islam's computer system, constitutes the other part of your electronic signature, which must be



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	keyed in by you to allow the application's system to authenticate your Username and grant you an access to the application.
<b>Payment(s)</b>	An order from Buyer to the Debiting Participant to debit the Buyer's Account and facilitate fund transfer to a Merchant's account as payment for purchase of good and/or services
<b>Payment Instruction(s)</b>	An order by the Buyer to the Debiting Participant to raise a Payment, Credit Transfer transaction using DuitNow QR Service.
<b>Person in Charge</b>	refers to the individual appointed by the Seller to manage and oversee the activities within the BIMB Biz mobile application. Person in Charge is responsible for daily operations and their phone number will be maintained in the bank's system for communication and verification purposes.
<b>Point of Sale(s) POS</b>	refer to the place where customers execute payments for goods or services.
<b>QR Code</b>	refers to Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that can be read by using the camera of a smartphone or mobile device that is equipped with QR reader. There are 2 types of QR codes, Static QR Code and/or Dynamic QR code.
<b>QR Payment</b>	refers to payments made by using Buyer's payment application to the Seller or Cashier. Buyer makes payment by scanning the Seller's or Cashier's QR code and payment will be deducted from the Buyer's account and paid directly into the Seller's Account.
<b>Real-Time Payments Platform or RPP</b>	means Real-Time Payments Platform, a shared payment infrastructure developed and established by PayNet which facilitates instant and interoperable payments and collections.
<b>Seller</b>	refers to the person who registers as BIMB Biz merchant. Seller (including anyone appointed by the Seller i.e. "Person In Charge") has the administrative control on the application.
<b>Static QR Code</b>	refers to a fixed and unchangeable code produced by Seller which ONLY has the Seller's account details embedded within the code. Static QR Code can be scanned repeatedly. Buyer is required to enter the amount when making QR payments using Static QR code.
<b>TAC</b>	refers to SMS Transaction Authorisation Code that is a 6-digit code sent to your mobile number registered with Bank Islam.
<b>Third Party Bank</b>	refers to other bank(s) that is not part and /or affiliated to Bank Islam and/or Network Service Provider and/or telecommunication operators.
<b>Unauthorised Payment Instruction</b>	means a payment made without the authority of the Buyer who is purported to have initiated that payment. It includes a case where the payment instruction has been made by a third party who has obtained an unauthorised access to a Buyer's account and makes an authorised payment instruction from the Buyer's account to make other payment.
<b>Unrecoverable Loss</b>	means the portion of funds transferred and credited to the wrong party due to erroneous, mistaken, unauthorised or fraudulent payments that cannot be retrieved after Bank Islam has exhausted the recovery of funds process.
<b>Username</b>	refers to a unique name made up of a string of characters chosen by Seller, constitutes one part of your Authentication hereunder.
<b>You, you, Your, or your</b>	refer to Seller and/or Cashier and is a registered merchant under DuitNow QR Services.



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**Miscellaneous Interpretation:**

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

**2. Application and Enrolment to Bank Islam BIMB Biz**

- 2.1. In consideration of the fees paid to Bank Islam (if any), Bank Islam agrees to facilitate Your participation in DuitNow QR Services in accordance with these Terms & Conditions.
- 2.2. By registering for DuitNow QR Services, You agree to observe all DuitNow QR operating procedures issued by the DuitNow QR Owner & Operator which is applicable to You, as reflected in these Terms & Conditions including any future revisions communicated by Bank Islam to You.
- 2.3. Subject to the Terms and Conditions herein, the application is made available for the application and enrolment to you, which have one or more existing Accounts with Bank Islam.
- 2.4. You shall be 18 years of age or above (for individual) and/or provide true, correct, and accurate information to Bank Islam in relation to your personal and business.
- 2.5. You agree to download and install the application on your Mobile Device(s) in order to set up and use the Banking Service. The application shall be downloaded only from the authorised Apple App Store, Google Play or other application stores that are approved by Bank Islam. You acknowledge that the access and use of the Banking Services shall depend on your profile as a Seller and/or Cashier and agree that not all such services shall be available.
- 2.6. Any application and registration for the BIMB Biz and access thereto, will be subjected to Bank Islam's approval. Bank Islam reserves the right to accept or reject any application and registration, deny access to the application, limit your access or transactions or to revoke your access to the application.

**3. Registration**

- 3.1. Upon successful download and installation of the application, you are required to accept the Terms and Conditions herein in order to proceed with registration.



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- 3.2. Upon acceptance, you shall select the identity document (ID) type and enter your ID number.
- 3.3. After entering your ID number, Bank Islam shall send TAC to your registered mobile number. You are required to key in the TAC for further verification.
- 3.4. Upon successful verification, you shall select your receiving Account that will be applicable in the application.
- 3.5. Upon successful selection, you shall select the type of source of fund for QR Payment acceptance. For example, if you select current/savings/transactional investment account and credit card as the type of source of fund, Buyer may choose whether to make QR Payment using Buyer's current/ savings account or credit card.
- 3.6. Upon successful selection, you shall complete your business details including your preferred Username and Password.
- 3.7. Once successfully submitted, your access to the application shall be activated and you may proceed to login using your Username and Password.
- 3.8. The Seller may appoint a Person in Charge as an administrator to oversee the application. The Person in Charge's phone number shall be maintained in the bank's system for purposes of communication and verification. This provision applies only to non-individual category businesses.

#### **4. Account and Information**

##### **4.1. Account Information**

Bank Islam does not warrant the accuracy of any information pertaining to the Seller's Account(s), or transactions as reported through Banking Services due to time delays, glitches and other similar system delays and/or errors that may occur. You are advised to regularly review any alerts, statements or notices issued or made available by Bank Islam, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorised items or transactions, regularly and from time to time.

##### **4.2. Personal and Business-Related Information**

In the event there is any change to the information, you shall update the information via the application and/or notify the Bank immediately by any mean as communicated by the Bank.

#### **5. Your Responsibilities for Security**

- 5.1. You shall observe all security measures prescribed by Bank Islam from time to time relating to the application, in particular over your Authentication and Mobile Devices from falling into the wrong hands.
- 5.2. You must take all reasonable precautions and diligence to prevent any unauthorised use of the application and your Mobile Devices including but not limited to the following measures:
  - 5.2.1. Enable device lock on your Mobile Devices;
  - 5.2.2. Do not keep any written record of your Authentication;
  - 5.2.3. Do not store 3rd party biometric data in the mobile device;
  - 5.2.4. Do not display or allow another person, including a Bank Islam staff, to see your Authentication;



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- 5.2.5. Do not use your Authentication negligently or recklessly which may contribute to or cause losses from any unauthorised BIMB Biz transaction by any third party;
  - 5.2.6. Do not share or transfer your Authentication to any other party, including the new owner of your company should there be any change or transfer of ownership.
  - 5.2.7. Avoid using date of birth, identity card number, mobile number or any form of easy-to-guess numbers as your Username or Password;
  - 5.2.8. Log out from the application properly after every use and do not leave you Mobile Devices unattended;
  - 5.2.9. Ensure correct Seller's or Cashier's profile is used when using the application.
  - 5.2.10. As a Seller, remove your access rights from BIMB Biz by notifying Bank Islam immediately if you are no longer authorised to use BIMB Biz
  - 5.2.11. To update or delete Cashier profile in BIMB Biz if the Cashier is no longer authorised to use BIMB Biz due to any transfer of outlet, change in job function or the cashier has resigned or no longer working with the Seller.
- 5.3. Should you have any reason to believe that your Authentication has been misused and/or compromised by disclosure, discovered or howsoever, you must immediately call Bank Islam Contact Centre & Customer Care at 03-26 900 900 and/or take the necessary steps to change your password.
- 5.4. You acknowledge that Bank Islam has the right to invalidate your Authentication for the following reason:
- 5.4.1. Breach or potential breach of any terms herein;
  - 5.4.2. Breach or potential breach of any laws and/or regulations;
  - 5.4.3. To maintain the security of Banking Services; and/or
  - 5.4.4. To maintain the security of other Bank Islam BIMB Biz users.
  - 5.4.5. You shall not hold Bank Islam liable for any loss or damage suffered as a result of such invalidation of your Authentication.

**6. Your Obligations**

- 6.1. You shall use Banking Services responsibly and not use Banking Services for any unlawful activity.
- 6.2. You shall have good title or ownership over the products and/or services you offer to Buyers.
- 6.3. You shall be responsible and held accountable for the conduct and/or transaction made via BIMB Biz. Seller has a duty to educate his Cashier(s) on the Terms and Conditions of BIMB Biz and its Banking Services especially in relation to the Cashier's responsibilities, BIMB Biz operations and possible risks in using the application. Seller and/or Cashier(s) responsibilities are as follows:
  - 6.3.1. You shall not misuse the application for any purpose other than access to your own Profile and/or Account and for Banking Services;
  - 6.3.2. You shall not download or install the application into mobile device which you do not own or have exclusive control;





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- 6.3.3. You shall not reproduce, modify or reverse engineer the application or permit another person to do so;
- 6.3.4. You shall not access the application through public Wi-Fi or hotspot;
- 6.3.5. You shall download the correct application from the authorised Apple App Store and Google Play or other application store that is approved by Bank Islam.
- 6.3.6. Updates to the application may be issued by Bank Islam from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use the application until you have downloaded the latest version of the application and accepted new Terms and Conditions, if any.
- 6.3.7. You shall not install or use the application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking" or "rooting") bypasses security features and can cause numerous issues if the mobile device is hacked. Bank Islam strongly cautions against installing the application in any hacked mobile devices. Bank shall not be liable for any losses that is suffered or for any costs that you might incur due to damage or corrupted or failure of device, hardware or software that you use in connection with the application.
- 6.4. If you wish to receive funds via DuitNow QR, you:
- 6.4.1. Shall not impose any fees for POS Payments made by Buyers using DuitNow QR Service
- 6.5 You shall accept Payments that draw funds from E-Money account offered by issuers of E-Money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic investment account, Islamic deposit accounts, current accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.
- 6.6 You must not make any warranty or representation in respect of goods or services supplied which may bind Bank Islam, DuitNow QR Owner & Operator, Buyer, or any other Participants in the service.
- 6.7 You must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payments and/or unauthorised or fraudulent payments.
- 6.8 You shall consent and allow Bank Islam to disclose your information pertaining to the payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR Services.
- 6.9 You, who have been granted a non-transferable license to use the DuitNow QR Brand, shall not license or assign the said right to use to any other third party. You shall comply with the DuitNow Brand Guidelines at all times.
- 6.10 For the purpose of Clause 6.9, you will be liable for any claims, damages and expenses arising out of, or caused to arise from misuse, or unauthorised usage of the DuitNow QR Brand. In the event of such breach, your sub-licensed rights of using the DuitNow QR Brand shall automatically be revoked and ceases immediately, whereupon this Terms and Conditions shall be terminated henceforth, without affecting accrued rights of parties. Upon termination, Clause 6.11 shall apply accordingly.
- 6.11 This Clause 6 shall survive termination of these Terms and Conditions. Termination does not affect either party's rights accrued, and obligations incurred before termination.



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**7. Obligation of Bank Islam**

- 7.1 Bank Islam shall immediately credit and make funds available in your account, except for situations where you are specifically agreed for delayed or batched posting.
- 7.2 Bank Islam must make payment in full to you and shall not deduct any fees from the payment proceeds due to you, except for situations where you have specifically agreed in writing that fees can be deducted from Payments Instructions.
- 7.3 Any refunds by Bank Islam must be made together with transaction fees to you if fees were incurred due to Buyer's disputes that are not caused by you. However, if you opt to partially refund overpayments to Buyers, you shall bear the fees for executing such refund.
- 7.4 Bank Islam shall implement reasonable measures to detect, mitigate, resolve, and prevent actual and suspected fraudulent or unauthorised acts.

**8. Restricted Activities**

- 8.1. You have a duty to ensure the information provided and activities conducted through the application shall NOT:-
- 8.1.1. be false, inaccurate or misleading;
  - 8.1.2. be fraudulent or involve the sale of counterfeit or stolen items;
  - 8.1.3. consist of providing illegal money lending;
  - 8.1.4. be related in any way to any type of gambling and/or gaming activities;
  - 8.1.5. infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
  - 8.1.6. violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising);
  - 8.1.7. be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
  - 8.1.8. be obscene or contain pornography;
  - 8.1.9. contain any viruses, Trojan horses, worms, time bombs cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
  - 8.1.10. facilitate the sale of counterfeit goods;
  - 8.1.11. cause Bank Islam to receive excessive complaints regarding your account or business;
  - 8.1.12. contravene any Shariah rules and principles.





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8.2. If there is any use or attempt to use the Banking Service for any type of unlawful purposes (including but not limited to the above), you acknowledge that Bank Islam has the right to terminate your access to the application. You may be subjected to damages and other penalties, including criminal prosecution where available.

**9. Payment Terms**

9.1. You acknowledge that any Instructions given by you in respect of the Account(s) or any other transaction using Banking Services shall at all times be subject to such limits and conditions as may be fixed or specified by Bank Islam from time to time.

**10. Managing Disputes Between You and Buyer**

10.1 Should there be any disputes (such as disputes over the amount paid by errors or mistakes done by either you or the Buyer), the settlement of such disputes shall be between you and Buyer. Bank Islam shall NOT revoke and/or reverse successful QR Payments nor play any part in the outcome or dispute settlement between you and Buyer.

10.2 You shall, in good faith, attempt to settle all disputes or conflicts with Bank Islam arising in connection with the DuitNow QR Service amicably and by mutual Terms and Conditions.

10.3 However, You shall have the right to lodge a complaint with the DuitNow QR Owner & Operator if there are allegations of Bank Islam's non-compliance to the DuitNow QR rules as reflected in these Terms and Conditions.

10.4 The DuitNow QR Owner & Operator shall review of such complaints and allegations in accordance with Clause 10.5.

10.5 You shall have the right to refer your disputes to the DuitNow QR Owner & Operator if there is an allegation of Participant's non-compliance to the DuitNow QR rules. The DuitNow QR Owner & Operator will review such complaints and allegations, but such review will be confined to:

10.5.1 Determination whether there has been non-compliance;

10.5.2 Stipulating remedies for Participant to correct or address the non-compliance; and

10.5.3 Determination if penalties are applicable for the non-compliance.

10.6 All decisions rendered by the DuitNow QR Owner & Operator in response to complaints from You shall be prima facie binding on Bank Islam.

10.7 Bank Islam shall not be held responsible amongst others for disputes arising from:

10.7.1 Buyer not receiving any goods or services from you.

10.7.2 You are not contactable.

10.7.3 Any wrongful or miscommunication by you to Buyer.

10.7.4 Any wrong / fraudulent / unauthorized payment.



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**11 Inspection**

11.1 Bank Islam reserves the right to:

11.1.1 conduct an inspection of your outlet or business premises; and/or

11.1.2 require the production of documents evidencing your identity and business activities, for the purpose of compliance to Bank Islam internal policy and/or procedures, laws and regulations and/or for any other reasons as communicated by Bank Islam from time to time.

11.2 Bank Islam reserves the right to add, modify or remove any Banking Services with notice from time to time.

11.3 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, you expressly agree that the use of the application is at your own risk and shall assume all risk incidental to or arising out of the use of the application.

**12 Recovery of Funds**

12.1 You shall:

12.1.1 Assist Bank Islam in any investigation of erroneous or mistaken payments as stated in Clause 13;

12.1.2 Assist Bank Islam in any investigation on unauthorised or fraudulent payments as stated Clause 14;

12.1.3 Assist Bank Islam in providing appropriate documentation to assist in the investigation; and

12.1.4 Effect refund(s) to the Buyers, Debiting Participants, as the case may be, if it is found that you are responsible for such erroneous, mistaken, unauthorised or fraudulent payment, as the case may be, regardless of whether the fund has been utilised by you or not.

12.2 In the event erroneous or mistaken payment is caused by you, after verification and confirmation from you with respect to such erroneous or mistaken payment, Bank Islam shall immediately reverse out all credits erroneously posted to your account regardless of whether funds have been recovered from other affected parties.

**13 Erroneous or Mistaken DuitNow QR Transaction**

13.1 Bank Islam shall inform you once Bank Islam receives a request to recover funds that is wrongly credited to you due to an erroneous or mistaken payment. You must facilitate the recovery of funds process stated in Clause 13.2.

13.2 Upon receiving a recovery of funds request for erroneous or mistaken payment, Bank Islam has the right to debit your account to recover funds within five (5) Business Days provided the following conditions are met:

13.2.1 If the recovery of funds request is received within ten (10) Business Days from date of the erroneous/mistaken payment:



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- 13.2.1.1 Bank Islam is fully satisfied that funds were erroneously or mistakenly credited to your account.
- 13.2.1.2 Bank Islam has notified you regarding the proposed debiting of your account and the reason for the debiting; and
- 13.2.1.3 There is sufficient balance in your account to cover the recovery amount.
- 13.2.2 If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment;
  - 13.2.2.1 Bank Islam is fully satisfied that fund were erroneously or mistakenly credited to your account;
  - 13.2.2.2 Bank Islam has provided written notification to you where the erroneous/mistaken payment will be recovered through debiting your accounts within ten (10) Business Days of the notifications unless you provide reasonable evidence to substantiate ownership of the funds in question; and
  - 13.2.2.3 There is sufficient balance in your account.
- 13.2.3 If recovery of funds request is received after seven (7) months from the date of erroneous or mistaken payment:
  - 13.2.3.1 Bank Islam must seek your prior written consent to debit your account to recover funds, and you must give consent to debit your account within ten (10) Business Days of receiving the request to debit from Bank Islam.
- 13.3 When you receive a request for consent from Bank Islam as described in Clause 13.2.3.1, you shall not unreasonably withhold consent to debit your account when there is a legitimate recovery of funds request.

**14 Unauthorised or Fraudulent DuitNow QR Transaction**

- 14.1 Bank Islam shall inform you once Bank Islam receives a request to recover funds that was credited to you due to an unauthorised or fraudulent payment. You must facilitate the recovery of funds process stated in Clause 14.2.
- 14.2 If you receive unauthorised or fraudulent payment, you shall:
  - 14.2.1 Immediately take all practicable measures to prevent or block further misuse, unauthorised or fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
  - 14.2.2 Furnish to Bank Islam with information, including but not limited to the name, address, contact information and/or national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorised or fraudulent payment;
  - 14.2.3 Take all practicable measures to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other



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financial guarantees that the Beneficiary of Fraud placed/ places with you, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and/or taking legal action against the Beneficiary of Fraud; and

14.2.4 Immediately provide such information required in Clause 14.2.2 to Bank Islam to facilitate the Debiting Participant's investigation.

14.3 In the event that Bank Islam receives a payment request from you which Bank Islam believes to be an unauthorised or fraudulent payment, Bank Islam shall do the following (upon becoming aware of the suspected unauthorised payment/fraud):

14.3.1 Bank Islam shall conduct investigation to determine:

- a) whether you are implicated in the unauthorised payment/fraud; or
- b) whether there is sufficient grounds to conclude that you are involved, or have benefited, directly or indirectly from the unauthorised payment/fraud; and
- c) Bank Islam shall prevent or block withdrawal or and further use of the remaining funds in your account with Bank Islam until there is satisfactory resolution of Unrecoverable Loss.

14.3.2 You shall facilitate and cooperate with Bank Islam to complete the investigation

14.4 In the event you are responsible for unauthorised or fraudulent payment, Clause 27 shall apply accordingly.

**15 Liability for Unrecoverable Loss**

15.1 For erroneous, mistaken, unauthorised and/or fraudulent payment that cannot be fully or partially recovered (for example, due to insufficient balance), the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing or who could have reasonably prevented the Unrecoverable Loss will be liable to bear that loss.

15.2 If, after completing its investigations, Bank Islam has reasonable grounds to believe that you caused or could have reasonably prevented the Unrecoverable Loss, Bank Islam shall notify you and shall have the right to freeze funds in your account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall be no more than the amount of the Unrecoverable Loss.

15.3 You agree to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to your fault or negligence. Notwithstanding the aforesaid, Bank Islam shall not be prevented from taking legal action against you to make good the Unrecoverable Loss to the extent permitted by law.

15.4 Bank Islam shall fully refund DuitNow QR fees incurred for erroneous, mistaken, unauthorised and /or fraudulent payment, if the error was not due to you except in situations where you decide to partially refund an overpayment. If you opt to partially refund overpayments to Buyer, you shall bear the transactions fees for executing the refund.



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**16 Mobile Banking Application**

16.1 The application is made available to you strictly on an "as is" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, you agree that Bank Islam cannot ensure that the application will be compatible or may be used in conjunction with any mobile device, and you agree that unless inconsistent with the other expressed provisions herein, you shall not hold Bank Islam liable for any such incompatibility or for any loss or damage to any mobile device which may be caused by the application or the installation process.

16.2 Mobile Information:

16.2.1 Certain function (such as uploading content to the application) shall require access to information on your Mobile Device(s) to work. By using such function, you permit the application to access your Mobile Device(s) and information.

16.2.2 Bank Islam may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when you use BIMB Biz Banking Services and improve your experience on the application. Bank Islam may use these cookies to collect information about your use of the application. This information helps Bank Islam to improve the application's performance and to develop and tailor Bank Islam's products and services for you and other users. By using the application, you accept the use of cookies by Bank Islam.

16.2.3 Certain Banking Services of the application require data of your location, which will be sent from your Mobile Device. If you use any of these Banking Services, you shall be deemed to have given consent to Bank Islam and Bank Islam's partners' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You can turn off this functionality or may withdraw this consent at any time by turning off the location services settings on your Mobile Device or on the application.

16.3 Biometric Authentication:

16.3.1 You understand the need to protect your Mobile Device. Once your Mobile Device is successfully registered with the Biometric service, the application can be accessed with the Biometric registered in your Mobile Device.

16.3.2 In registering for the Biometric, you expressly consent the application to access the biometric technology on your device.

16.3.3 You are advised NOT to register any third party(s)'s biometric information as your Biometric. By such registration, the third party(s) will be able to access the application, to which Bank Islam shall not be held responsible whatsoever for such access or any losses or damages incurred by you as a result of such access.

**17 Instructions and Authorisation**

17.1 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. 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



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other confirmation from any party to verify the said Instructions and its authenticity, but Bank Islam has right do so for its own purposes.

- 17.2 If you discover or have reason to believe that the Instructions transmitted to or received by Bank Islam are neither accurate nor complete, you shall inform Bank Islam immediately via telephone at its Contact Centre & Customer Care at 03-26 900 900.
- 17.3 Bank Islam may upon received such notification in Clause 15.1 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.
- 17.4 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. 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.
- 17.5 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.
- 17.6 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.
- 17.7 In making transfer and/or payment, if BIMB Biz requires Seller to create Maker:
- 17.7.1 Seller acknowledge and agree that Seller shall be responsible to appoint Maker.
- 17.7.2 Seller acknowledge and agree that Seller shall be responsible to review and approve transfer and/or payment.

**18 Service Availability**

- 18.1 The application is intended to be available 24 hours a day, 7 days a week. However, you acknowledge that at certain times, part or all of the application 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 the application unavailability from time to time.
- 18.2 Bank Islam shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, Bank Islam shall use reasonable efforts to inform you of any interruption as communicated via any communication medium stated in Clause 28.1 from time to time.
- 18.3 Further, where a transaction involves access or use of third-party systems and services, you acknowledge that the operating hours will depend on the availability of those systems.



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**19 Confidentiality**

- 19.1 You shall treat any information you receive or possess as result of this Terms and Conditions, as confidential and will not use such information other than for the purposes which it was given.
- 19.2 Clause 19.1 shall not apply to information which:
- 19.2.1 Is or has at the time of use or disclosure become public knowledge without any breach of this Terms and Conditions by the parties;
  - 19.2.2 Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
  - 19.2.3 Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
  - 19.2.4 Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under this Terms and Conditions;
  - 19.2.5 Is independently developed by a party without reference to or use of the other party's Confidential Information; or
  - 19.2.6 Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation, or other legal requirement, take over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.
- 19.3 Should you receive any data and information through Banking Services and/or application which is not intended for you, you hereby agree that all such data or information shall be deleted immediately and that you shall immediately notify Bank Islam in writing without delay.

**20 Disclosure of Customers' Information**

- 20.1 Bank Islam and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or your Account(s), that you have provided or that Bank Islam and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:-
- 20.1.1 to comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written laws;
  - 20.1.2 required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or Terms and Conditions having effect under section 132 or 132A of the Income Tax Act 1967;
  - 20.1.3 in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013;





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- 20.1.4 in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within Bank Islam’s group of companies (where applicable);
- 20.1.5 in relation to a due diligence exercise approved by the board of directors of Bank Islam in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
- 20.1.6 for the performance of functions of the Bank which are outsourced;
- 20.1.7 necessary to complete a transaction;
- 20.1.8 to other entities within Bank Islam’s group of companies which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with Bank Islam (hereinafter referred to as “Bank Islam Group”) for purposes of cross selling of products and services, unless you have objected to or has opted out of such disclosure;
- 20.1.9 to offer other products and services of Bank Islam’s affiliates and other third party service providers where you have consented to the same.
- 20.2 Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, you understand that while Bank Islam shall use its best endeavours to ensure that all information transmitted or received using Banking Services is secured and cannot be accessed by unauthorised third parties, Bank Islam does not warrant the security of any information transmitted or received by you using Banking Services.
- 20.3 In addition, you are advised to review the Bank’s Privacy Notice from Bank Islam’s website ([www.bankislam.com](http://www.bankislam.com)).

## **21 Limitation of Liabilities**

- 21.1 Bank Islam does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of Banking Services and/or application and the material, information and/or functions therein. Further, Bank Islam does not warrant that access to the whole or part(s) of Banking Services and/or application, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors 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 mobile devices and/ or computer system. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), Bank Islam expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or transmission. Without limiting 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 nevertheless be taken by Bank Islam to ensure the accuracy and validity of all information relating to transactions and products of the Bank which originate exclusively from Bank Islam.
- 21.2 Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), Bank Islam and/or its affiliates shall in no event be liable whether in contract, tort (including negligence), strict liability



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or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by you or any other person as a consequence of accessing or using Banking Services and/or application.

21.3 Due to the nature of Banking Services and/or application, and except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) Bank Islam shall not be responsible for any loss of or damage to your data, software, equipment, network access or other equipment used to access Banking Services and/or application. This includes any unauthorised use and/or intrusion, interference or attack by any person, virus, Trojan horse, worm, macro or other harmful components or deleterious programs or files.

**22 Proprietary and Intellectual Property Rights**

22.1 You acknowledge that all proprietary rights and intellectual property rights in Banking Services and/or application provided hereunder belongs to Bank Islam and/or its affiliates at all times, where applicable.

22.2 Other than information related to your Account(s), all contents available on Banking Services and/or application (including its arrangement) are the property of Bank Islam or third parties and are protected by copyrights, trademarks, or other intellectual and proprietary rights.

22.3 Your usage Banking Services and/or application does not grant you a license or right to use the trademark, service mark, copyright, patent, or any other intellectual property right whether formally protected, applied for or otherwise, of Banking Services and/or application provided thereunder without the express written approval of the Bank. In addition, your usage of Banking Services and/or application does not grant you a license or right to use any third-party trademark without the express written approval of the third-party possessing rights to such trademark.

**23 Fees and Charges**

23.1 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.

23.2 Bank Islam may inform you of:

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

23.2.2 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 the application or the particular Banking Services to which such Fees and Charges or Taxes relate to. Your continuance usage and access of the application or the particular Banking Services to which such Fees & Charges, Taxes and/or variations relate to these Terms and Conditions shall be treated as your Terms and Conditions and binding acceptance of the same.

23.3 You agree and acknowledge that Bank Islam reserves the right to debit your relevant Account for the payment of any Fees and Charges or Taxes and/or penalties imposed pursuant to these Terms and Conditions



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including any Government charges, stamp duties or taxes (including but not limited to service tax) payable as a result of the use of the application and the Banking Services provided thereunder.

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

**24 International Use**

- 24.1 You shall NOT carry out business and use Banking Services and/or application outside of Malaysia.
- 24.2 You shall be liable and responsible for any misconduct or misuse of Banking Services and/or application outside of Malaysia's jurisdiction.

**25 General**

- 25.1 You hereby agree to examine all Bank Islam's alerts, statements (including e-statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through Banking Services and/or application regularly and in a timely manner. You hereby undertake to notify Bank Islam in accordance to Clause 33 immediately and without delay and in any case, no later than fourteen (14) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorised items or transactions. You acknowledge that your failure or delay to provide such notification forthwith shall be deemed as your conclusive Terms and Conditions and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on you for all purposes and conclusive evidence of the transaction. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.
- 25.2 You shall not be entitled to use Banking Services, if there exist any restrictions whatsoever in relation to your Account(s) either imposed by Bank Islam or by any relevant authorities.

**26 Suspension**

- 26.1 The DuitNow QR Owner & Operator or Bank Islam, as the case maybe, reserve the right to suspend your access to the DuitNow QR Service under the following circumstances, which includes, but not limited to:
- 26.1.1 You breached this Terms and Conditions, applicable rules, guidelines, regulations, circular or laws related to DuitNow QR that was communicated to you by Bank Islam;
  - 26.1.2 You have inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow QR and/or RPP; or
  - 26.1.3 You are suspected on reasonable grounds that you have committed or will commit fraudulent act in connection with the DuitNow QR;

- 26.2 Upon your suspension:



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- 26.2.1 The services provided to you under the DuitNow QR Services will be suspended immediately;
- 26.2.2 You must cease all promotional and advertising that is related or can be perceived to be related to DuitNow QR;
- 26.2.3 You shall remove all DuitNow QR Brand from your marketing collaterals, channels and website; and
- 26.2.4 You must take all reasonable steps to comply with any directions of Bank Islam to minimise the impact on Buyers of the suspension or termination.

**27 Termination**

- 27.1 Notwithstanding anything herein to the contrary, Bank Islam may at any time, suspend or terminate your rights of access to Banking Services and/or application or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of Banking Services and/or application and its users.
- 27.2 Bank Islam shall automatically terminate your rights of access to Banking Services and/or application should you fall into any blacklisted and/or negative reports, cease to maintain any Account(s) with Bank Islam or should your access to such Account(s) be restricted by Bank Islam or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of Banking Services and/or application and its users.
- 27.3 Voluntary Exit from DuitNow QR.
  - 27.3.1 You may terminate your usage by deleting the application and cease access or usage of Banking Services.
  - 27.3.2 You have the option to terminate your access to the DuitNow QR by giving prior written notification to Bank Islam.
- 27.4 You acknowledge that termination shall not affect your liability or obligations in respect of Instructions provided to and/or processed by Bank Islam on your behalf.
- 27.5 The DuitNow QR Owner & Operator or Bank Islam, as the case maybe, reserve the right to terminate the services provided under this Terms and Conditions or DuitNow QR Service under the following circumstances, which includes, but not limited to:
  - 27.5.1 This Terms and Conditions between You and Bank Islam is terminated or expired;
  - 27.5.2 You breached this Terms and Conditions, applicable rules, guidelines, regulations, circulars or laws related to DuitNow QR that was communicated to You by Bank Islam;
  - 27.5.3 You fail to remedy or take adequate steps to remedy its default under this Terms and Conditions to the satisfaction of Bank Islam or the DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by Bank Islam;
  - 27.5.4 You have inadequate operational controls or insufficient risk management process resulting in potential treats to the stability, integrity, safety and efficiency of the Duit Now QR and/or RPP;



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- 27.5.5 Court order(s) affecting You or Bank Islam membership and/or legal status;
- 27.5.6 Directive(s) issued by regulatory or government authority affecting You or Bank Islam membership and/or legal status;
- 27.5.7 Your insolvency;
- 27.5.8 Bank Islam's membership in DuitNow QR, RPP or RENTAS is terminated or suspended and You have not appointed a replacement of Bank Islam; or
- 27.5.9 Such other detrimental circumstances or reasons that PayNet considers necessary to suspend or terminate Your access to DuitNow QR.

**27.6** Upon termination of this Terms and Conditions, the participation of You in DuitNow QR is automatically terminated and You will no longer have access to DuitNow QR and the services provided under DuitNow QR.

**28 Indemnity**

28.1 You hereby agree to be liable for and to fully indemnify and keep Bank Islam fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:-

- 28.1.1 Your failure or delay in informing Bank Islam on any change to your personal information;
- 28.1.2 Your breach or violation of these Terms and Conditions or any third party rights;
- 28.1.3 Your use or purported use of Banking Services and/or application;
- 28.1.4 Your fraudulent acts;
- 28.1.5 Your disclosure of Authentication to any other person or in any emails or on other websites;
- 28.1.6 Your failure to take reasonable steps to keep the Authentication private and/or secure at all times;
- 28.1.7 Your failure to report a breach, disclosure or compromise of the Authentication as soon as reasonably practicable upon being aware of the breach or loss respectively;
- 28.1.8 Bank Islam discharges a mandate provided by you;
- 28.1.9 Bank Islam carries out Instructions provided by you via any of your Authentication;
- 28.1.10 Bank Islam enforces its rights against you; or
- 28.1.11 Bank Islam complies with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to you.



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- 28.2 Subject to the other party's compliance with Clause 28.3, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- 28.2.1 Any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Terms and Conditions;
  - 28.2.2 Any claim by a Buyer, Bank Islam, Debiting Participant, DuitNow QR Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
  - 28.2.3 The failure of the Indemnifying Party to observe any of its obligations under this Terms and Conditions; or
  - 28.2.4 Any use of the DuitNow QR Brand by the Indemnifying Party other than as permitted by this Terms and Conditions.
  - 28.2.5 Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 28.2.1 to Clause 28.2.4.
- 28.3 Your liability and obligation to indemnify herein above however shall not apply to the extent that the same arises from:-
- 28.3.1 a technical breakdown or proven deficiency in the systems and equipment under the full control of Bank Islam;
  - 28.3.2 a proven weakness or vulnerability in the security features and controls adopted by Bank Islam;
  - 28.3.3 transaction(s) that occurred after Bank Islam has been notified by your unauthorised transaction or of the breach, disclosure or compromise of any of your Authentication, provided that the said breach, disclosure or compromise was not due to your own act or omission or the acts or omission of persons or entities under your control;
  - 28.3.4 transaction(s) that occurred immediately prior to Bank Islam being notified by you on unauthorised transaction or of the breach, disclosure or compromise of any of your Authentication provided that the said breach, disclosure or compromise of the Authentication was not due to your own act or omission (or the acts or omission of persons or entities under your control) and that the notification was made forthwith and without delay; and
  - 28.3.5 transaction(s) that occurred prior to you receiving any Authentication in relation to the transaction; or
  - 28.3.6 where applicable, Authentication that are forged, faulty, expired or cancelled provided that they are not due to your own acts or omissions or the acts or omission of persons or entities under your control.
- 28.4 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 28.2, that party must:



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- 28.4.1 Give notice of any such claim to the other party;
- 28.4.2 Consult with the other party in relation to any such claim; and
- 28.4.3 Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.

28.5 Bank Islam is not liable to you for any loss or damage suffered by you as result of:

- 28.5.1 A missing or erroneous payment; and
- 28.5.2 The delay or disruption caused by any system failure beyond the Bank Islam reasonable control.

## **29 Notices**

29.1 You hereby consent to all notices and other communications which concern Banking Services and/or application that are required under these Terms and Conditions, to be given by Bank Islam in any one of the following manners:

- 29.1.1 By ordinary post to your last address in Bank Islam's records and such notification shall be deemed received two (2) days after posting;
- 29.1.2 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;
- 29.1.3 By being displayed on Bank Islam's premise and such notification shall be deemed effective upon such display;
- 29.1.4 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;
- 29.1.5 By inserting a notice in Bank Islam's statement of Account(s) to you and such notification shall be effective two (2) days after the date of posting of the notice contained in the statement of Account(s) to you;
- 29.1.6 Broadcasting a message on the Bank Islam's website ([www.bankislam.com](http://www.bankislam.com)); or
- 29.1.7 By notification to you in any other manner as communicated by Bank Islam from time to time.

## **30 Force Majeure**

30.1 Bank Islam shall not be liable to you or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if Bank Islam and / or third party are unable to perform any of its obligations hereunder or to provide any of the Banking Services due to Force Majeure.

30.2 Bank Islam shall not be liable to you for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Terms and Conditions for reasons which could not be reasonable diligence be controlled or prevented by Bank Islam, including but not limited to, strikes, acts of God, acts of nature, acts of government not limited to movement control order fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.





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**31 Severability and Waiver**

- 31.1 If any of these Terms and Conditions is found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.
- 31.2 Any waiver or indulgence granted shall not prevent Bank Islam from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require Bank Islam to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

**32 Variations**

- 32.1 You acknowledge that (among others) to ensure the improvement, smooth and efficient provision of Banking Services, Bank Islam shall have the right to make such amendments and modifications to:-
- 32.1.1 the procedures and processes applicable to Banking Services and/or application (i.e. procedure for your registration and activation, etc.); and
- 32.1.2 the trade or service names used in relation to Banking Services and/or application as referred to in these Terms and Conditions. Notwithstanding the same, you hereby agree that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to Banking Services whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.
- 32.2 From time to time, Bank Islam may need to revise these Terms and Conditions, in which case Bank Islam shall, subject to giving twenty-one (21) days prior notice in accordance to Clause 29.1 herein. The use of the application subsequent to any such revision will be deemed as acceptance of those changes.

**33 Disputes and Enquiries**

- 33.1 Should there be any enquiries or require any assistance, please refer to Bank Islam's Contact Centre & Customer Care at +603 26 900 900 or email at [contactcenter@bankislam.com.my](mailto:contactcenter@bankislam.com.my). For the avoidance of doubt, all telephone calls made to Bank Islam's Contact Centre & Customer Care shall be logged by Bank Islam. In addition, you are advised to read Bank Islam's Privacy Statement and Client Charter in [www.bankislam.biz](http://www.bankislam.biz).
- 33.2 In the event that you have any complaints and/or disputes arising from BIMB Biz and these Terms and Conditions, please refer the matter to Bank Islam at the contact details stated in Clause 33.1 above by specifying the nature of your complaint and/or dispute. The parties hereby agree to try to settle the matter amicably.
- 33.3 Subject to Clause 33.4 herein, you may be required to disclose to Bank Islam all relevant information relating to any report, query or complaint including but not limited to your name, the relevant Account(s) number(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error, disputed transaction, query or complaint, as maybe relevant. Notwithstanding this, you shall



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not, at any time and under any circumstances whatsoever, disclose your Authentication to any of Bank Islam staff or representative.

- 33.4 Where any communication involves your sensitive or confidential information whether in relation to your Account(s) or any transactions made in relation thereto or otherwise, Bank Islam does not encourage the communication of any such information via electronic-mail ("e-mail") and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold Bank Islam responsible or liable for the security of such information or any loss suffered in relation thereto.
- 33.5 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.
- 33.6 Subject to Clause 33.7 herein, Bank Islam shall endeavour to investigate the complaint, answer the query or inform you the results of its investigation as soon as practicable or in any case within fourteen (14) days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by Bank Islam pursuant to Clause 33.5, within fourteen (14) days of receipt of such subsequent written report, query or complaint.
- 33.7 If Bank Islam requires more time to conduct its investigation, Bank Islam shall extend the period stated in Clause 33.6 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 33.5 herein, within thirty (30) days of receipt of such subsequent written report, query or complaint.
- 33.8 You shall as far as possibly 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 & Customer Care as stated in Clause 33.1 herein.
- 33.9 Subject to the provisions of these Terms and Conditions, upon the completion of an investigation, Bank Islam shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your Account(s) and notify you of the adjustments made pursuant thereto.
- 33.10 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 33.6 or 33.7 herein, as the case may be.
- 33.11 Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome by referring such complaint to the Ombudsman for Financial Services.

**34 Law and Jurisdiction**

- 34.1 These Terms and Conditions shall be governed by the Laws of Malaysia, and you hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the



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use of Banking Services and/or application. The above governing law and place of adjudication of dispute shall apply notwithstanding the location which your access Banking Services and/or application.

**35 Representation and Warranty**

- 35.1 You acknowledge and agrees that the obligation of confidentiality extends but not limited to those specified in Clause 19, the disclosure of fees and charges contained in this Terms and Conditions; and any technology or know-how related to the service or the performance of this Terms and Conditions.
- 35.2 You agree to comply with Personal Data Protection Act 2010 (“PDPA”) of which it is bound and shall not do any act that will cause Bank Islam, Debiting Participant and the DuitNow QR Owner & Operator to breach any personal data protection laws.

**36 Disclaimer**

- 36.1 The materials and information made available via Banking Services and/or application including but not limited to services, products, information, data, text, graphics, audio, video, links, or other items are provided by Bank Islam on an "as is" and "as available" basis. References to material and information contained on Banking Services and/or application include such material and information provided by third parties.
- 36.2 The DuitNow QR Owner & Operator and Bank Islam shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by you arising out of or caused by Bank Islam in connection with the operations and services provided by Bank Islam in the service. You agree that it will communicate and resolve any dispute in relation to the aforesaid matters with Bank Islam.

**37 Successor Bound**

- 37.1 The Terms and Conditions herein shall be binding upon the heir’s 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.

**38 Provision of Reconciliation Information**

- 38.1 Bank Islam shall make available to you the following minimum information, for the purpose of facilitating your reconciliation processes and accounting for payment of receipts and fees:
- 38.1.1 DuitNow ID type;
  - 38.1.2 DuitNow ID
  - 38.1.3 Buyer’s name;
  - 38.1.4 Recipient Reference;
  - 38.1.5 Other Payment Details, where applicable;
  - 38.1.6 Transaction amount;
  - 38.1.7 Buyer’s account name;



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- 38.1.8 Account type;
  - 38.1.9 Total fees/ commissions charged;
  - 38.1.10 Transaction Date and time;
  - 38.1.11 Reference no or Business message identifier;
  - 38.1.12 Debiting participant's name;
  - 38.1.13 Gross Total Transaction Value; and
  - 38.1.14 Total Transaction Volume
- 38.2 Bank Islam shall deliver to you, the information described in Clause 38.1, at the minimum in the following manner:
- 38.2.1 Mobile application;
  - 38.2.2 Internet banking;
  - 38.2.3 Data files or electronic files;
  - 38.2.4 Statements and/or e-statements; or
  - 38.2.5 Reports, either electronic or in hardcopies.