

TERMS AND CONDITIONS OF DUITNOW QR
Effective: 14 August 2021

These Terms and Conditions shall govern your use of DuitNow QR (as hereinafter defined) via Bank Islam Mobile Banking. They shall be read together with the Terms and Conditions of Bank Islam Internet and Mobile Banking which may be accessed by you through www.bankislam.com

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

In these DuitNow QR Terms and Conditions ("Terms"), references to "you", "your" and "yours" refers to the Bank Islam customer who is utilising the DuitNow QR Service and has an account with Bank Islam and reference to "we", "our", "ours" and "us" refers to Bank Islam.

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.

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 DuitNow QR Service.

Definitions

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

"Account" means an 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 savings accounts, current accounts, investment accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.

"Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

"Dynamic QR" means a QR Code that is generated on-demand and usually has an expiry. Dynamic QR generally requires the Merchant or Recipient to key-in the amount of the payment or credit transfer.

"E-money" means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a mean of making payment to any person other than the issuer of e-money.

"Merchant" means individuals, businesses including sole proprietors, partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar entities.

"DuitNow QR" means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow National QR Standard.

"DuitNow QR Operator" means Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 [836743-D]).

"Recipient" means an individual who receives funds via the DuitNow QR Service.

"Static QR" means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the individual to key-in the amount of the payment or credit transfer.

"QR Code" means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader.

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1. Introduction

- 1.1 These Terms shall apply to and regulate your use of the DuitNow QR Service offered by us. The DuitNow QR Service allows you to transfer funds from your designated Bank Islam Account to a Merchant's or Recipient's Account by scanning the Merchant or Recipient's QR Code.
- 1.2 The DuitNow QR Service offered by us is part of the Electronic Banking/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions of Bank Islam Internet and Mobile Banking.

2. DuitNow QR Service

- 2.1 If you wish to send funds via DuitNow QR, you must first download and install Bank Islam Mobile Banking on your mobile device and select an Account to be used by Bank Islam for deduction of funds for payments made via DuitNow QR. Bank Islam Mobile Banking enables you to scan a Static QR Code or a Dynamic QR Code displayed by the Merchant or Recipient, on a mobile device.
- 2.2 You are responsible for ensuring that the transaction amount keyed-in or displayed on your Mobile Banking screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR Code shall be deemed by Bank Islam to be correct upon your confirmation of the transaction. Bank Islam is under no obligation whatsoever to verify that the amount paid by you matches with the Merchant's or Recipient's amount.
- 2.3 We will notify you on the status of each successful, failed or rejected DuitNow QR transaction via any of our available communication channels chosen by you.
- 2.4 You acknowledge and agree that we shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Recipient is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, you agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3. Recovery of Funds

- 3.1 You have rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorised or fraudulent DuitNow QR transactions made from your Account.

4. Erroneous/Mistaken DuitNow QR Transaction

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- 4.1 If you have made an erroneous DuitNow QR transaction, you may request for recovery of the funds. Within ten (10) Business Days from the date of your recovery of funds request, we will work with the affected Merchant or Recipient's bank to return the said funds to you within seven (7) Business Days provided the following conditions are met:
- 4.1.1. The funds were actually wrongly credited into the affected Merchant's or Recipient's Account;
 - 4.1.2. If funds have been wrongly credited, whether the balances in the affected Merchant's or Recipient's Account is sufficient to cover the funds recovery amount:
 - 4.1.2.1. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 4.1.2.2. If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.
- 4.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous transaction was made:
- 4.2.1. The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
 - 4.2.2. The affected Merchant's or Recipient's bank must deliver notifications to the affected Merchant or Recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchant's or Recipients' Account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidences that the affected Merchant or Recipient is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipients' Account and remit the funds back to you.
- 4.3 Requests to recover funds after (7) months from the date of the Erroneous Transaction:
- 4.3.1. The affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Recipient;
 - 4.3.2. The affected Merchant or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent to debit the Merchant or Recipient account within ten (10) Business Days; and
 - 4.3.3. Once consent is obtained, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipient's Account and remit the funds back to you within one (1) Business Day.

5. Unauthorised or Fraudulent DuitNow QR Transaction

- 5.1 For DuitNow QR transactions which were not authorised by you or which are fraudulent, we will, upon receiving a report from you alleging that an unauthorised or fraudulent DuitNow QR transaction was made, remit the funds back to you provided the following conditions are met:
- 5.1.1. We shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur; and
 - 5.1.2. If we are satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by you, we shall initiate a reversal process whereby all debit

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posted to your account arising from the unauthorised or fraudulent payment instruction would be reversed.

6. Liability and Indemnity

- 6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow QR Operator shall not be liable to you or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow QR Service offered by us arising from:
- 6.1.1. Your negligence, misconduct or breach of any of these Terms;
 - 6.1.2. Insufficient funds in your Account for us to process the DuitNow QR transaction;
 - 6.1.3. You have exceeded your daily transfer limit;
 - 6.1.4. Any payment instruction given or purported to be given by you;
 - 6.1.5. Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;
 - 6.1.6. The suspension, termination or discontinuance of the DuitNow QR Service.
- 6.2 You shall indemnify us, our affiliates, and the DuitNow QR Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against us, our affiliates, and/or the DuitNow Operator resulting from any negligent and/or fraudulent act to the DuitNow QR Terms and Conditions by you.

7. General

- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, by providing you with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow QR Service after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that we may terminate your use of the DuitNow QR Service with us for any reason, at any time and without prior notice.
- 7.3 Subject to compliance with Shariah Principle, you acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms by providing you with thirty (30) days notice in such manner as we deem fit.
- 7.4 You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.