



Be U by Bank Islam

Menara Bank Islam
22, Jalan Perak,
50450 Kuala Lumpur

☎ 03 2779 0088

@ beu.communitysupport@bankislam.com.my



BE U BY BANK ISLAM DIGITAL BANKING APPLICATION TERMS & CONDITIONS

You are advised to read and understand these Terms and Conditions (“T&C”) carefully before subscribing to any products or services and/or participating in Be U by Bank Islam Malaysia Berhad’s (“Bank Islam”) digital banking application (“App”) campaigns and promotions.

This T&C apply between Bank Islam and you as the user of Be U by Bank Islam digital banking application (“App”) and shall be regarded as a legally binding contract (“Contract”). This T&C should always be read together with Be U FAQ, Privacy Policy, Privacy Notice and Be U Qard Savings Account-i (“Be U QSA”) Terms and Conditions which are available in the App.

Your continuous use of the App shall be regarded as your agreement to be legally bounded by the latest T&C governing this app and the services provided through this App.

DO NOT PROCEED USING THIS APP OR ANY BE U RELATED PRODUCTS, CAMPAIGNS AND PROMOTIONS IF YOU DISAGREE WITH THIS T&C.

1. Who Are We and What Are These T&C For?

1.1 We, Be U by Bank Islam located at Level 32, Menara Bank Islam, No. 22 Jalan Perak, 50450 Kuala Lumpur license you to use this App and the services provided through the App as permitted only by these T&C. The App is a digital platform which provides various services including but not limited to bank account opening via online, digital financial services, a wholesome view of your finances as well as services offered through our collaboration partners.

1.2 We may add, change or remove services provided on the App from time to time. Should there be any changes, we will notify you and update these T&C accordingly. You are advised to check and read these T&C regularly to ensure you are fully aware of any updates, changes or variation of terms, conditions and services provided by the App.

2. You Must Be 18 to Accept These Terms

2.1 In order to use the App and agree to its T&C, you must be at least 18 years old. If you are below the age of 18, you'll have to wait until your 18th birth year to sign up.

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3. App Store's T&C

3.1 The only way you can or may use Be U products and services is by downloading the App on your mobile device. You will be able to download the app through the app store such as Google Play Store and/or Apple App Store, and/or any other app stores that we may include from time to time. Therefore, the App is also bound by the rules and policies of these app stores. You are advised to refer to your app store's rules and policies for further information.

4. Verification of Identity by Using Another Bank Account

4.1 Prior to creating a Be U QSA, you will have to undergo the e-KYC (electronic Know-Your-Customer) screening to verify your identity. As part of the verification process to allow you to open a Be U QSA, you must have an existing bank account under your own name, regardless whether it is a Bank Islam account or from other banks.

4.2 If you do not have any existing bank account, we won't be able to verify your identity. Hence, you won't be able to open a Be U account and have limited access to Be U products and services.

4.3 Confirming your identity via your other pre-existing bank account is just another enhanced security measure we need to take in order to protect you from potential threats such as stolen identity, frauds and/or scammers.

4.4 Any application to enroll for the App and access thereto, will be subject to Be U's approval. Be U reserves the right to accept or reject any application, deny access, limit your access or transactions and/or revoke your access to the App.

5. Security Features, Passcode, Personal Identification Number (PIN) and Accuracy of Information

5.1 When you install the App, you are required to set up, create or register a personalized PIN, and/or your biometric features i.e. face ID or thumbprint in order to access certain functions provided in the App. You can choose whether you want to enable your biometric reader as an alternative to the required PIN, where it is allowed and necessary.

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5.2 Please ensure that any required PIN, passcode, security features (including but not limited to biometrics) that allows you to access the App to perform any monetary transactions or to access the App itself or any features provided through the App are guarded, kept safe and is secured at all times.

5.3 We shall not be held accountable for any losses suffered by you due to your negligence, whether it is an accidental or deliberate action of disclosing your PIN or passcode to other third parties i.e. hackers or stolen device.

6. Understanding Your Security and Responsibility

6.1 You are required to follow the minimum-security procedures below to prevent unauthorized access:

- (a) you must keep the App secure and must not share or disclose your login credentials, PIN or passcode details of the App to anyone including Be U officers;
- (b) you must take necessary precautions to ensure no one has access to your App, login, pin or passcode details in any form;
- (c) you must not leave your device unattended while running the App for others to see or have access to your App or login, pin or passcode details. You should always log off the App when you are not using it;
- (d) you are discouraged from accessing the App through public Wi-Fi hotspot or any unrecognized network. In the event where you have to do so, remember that you are doing it at your own risk and you are advised to log off before leaving the App;
- (e) you are fully responsible to download and install the correct and verified App from the trusted and legitimate app stores;
- (f) you are responsible for your device's anti-virus and security measures to prevent unauthorized access and transactions via the App;
- (g) you are responsible to take all necessary steps to ensure access and/or use of the App is made in a safe and secure manner including in safeguarding your mobile device from any unauthorized access and use including through your mobile device biometric identification;
- (h) you are advised to constantly observe all security measures in any documents related to your account including but not limited to this T&C; and
- (i) if you have discovered or have any reasonable reason to believe that your account has been compromised in any manner, please notify Be U Community Support immediately.

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- 6.2 By enabling your mobile device's biometric identification for using the App such as face recognition or fingerprint verification, you understand that such verification module is not provided by Be U and Be U makes no representation or warranty whatsoever on the security of your device's biometric verification to access the App. Be U shall also not be liable for any unauthorized access of the App through your device's biometric identification.
- 6.3 You are aware and have agreed that Be U may suspend your access to the App if there are any issues or reported/unreported discrepancies on your account including but not limited to fraud, disclosure, abuse or misuse.
- 6.4 If you have contributed to any conduct or negligence which results in unauthorized use or unauthorized access of the App by failing to inform Be U immediately, you will be held accountable for the actual loss and/or damages occurred during the period, except for:
- (a) the amount of loss incurred in one day which exceeds the daily transaction limit applicable; or
 - (b) the amount of loss incurred which exceed the amount of funds in your account.
- 6.5 You are also advised to check your App and account from time to time. Any irregularity or errors should be informed to Be U Community Support as per clause 17.1 immediately.

7. **Be U Account Ownership**

- 7.1 You cannot transfer your user account to another person and authorize, permit or allow other individual to use your identity when you're using the App.
- 7.2 Your App account is non-transferable to other individual regardless whether you're related by blood or any other way. Your account is for you and only you.

8. **Availability of Service**

- 8.1 The App is intended to be available at all times. However, do acknowledge that at certain times, the App may not be accessible due to system maintenance or reasons beyond our control. We will use all our reasonable efforts to notify you should there be any issues from time to time.

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8.2 Please note as the App functions and services at times may change, modified or upgraded, your access and availability of the functions will follow accordingly.

8.3 Should there be any reason you are unable to use the app, please do not hesitate to contact Be U Community Support as per clause 17.1 to resolve your issue.

9. Transfers and Payments

9.1 Be U will use reasonable endeavor to execute any transfer and payment request, application, authorisation or instructions (“**Instructions**”) promptly in accordance with customer’s Instructions.

9.2 Be U may request for any additional verification and/or information prior to the execution of any transfer or payment Instructions. For the avoidance of doubt, Be U shall not be responsible nor liable for any loss which customer may suffer, whether directly or indirectly, as a result of Be U’s failure, neglect, omission or otherwise in not requesting for additional verification and/or information.

9.3 You agree and accept that Bank Islam reserves the right to impose transaction limits to all the transaction performed by you through the App, as communicated by 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.

9.4 Be U shall not be liable for any transfers or payments or any failure to complete or execute a transfer or payment instruction where:

- (a) 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 Be U from time to time for the use of the App;
- (b) 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;
- (c) the billing service provider(s), beneficiary bank or e-wallet providers do/does not process your transfer or payment promptly and/or correctly;

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- (d) you have provided Be U 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 billing 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 9.4(b) herein;
- (e) there is an error in the information or Instructions given by you, during the course of transmission through the App;
- (f) you fail, neglect, omit or otherwise choose not to follow the latest or current instruction, procedures and directions for using the App or the particular banking services offered thereunder; or
- (g) Be U knows or has reasons to believe that fraud, criminal act, offence, or violation of any law or regulation has been or will be committed.

9.5 You may cancel the transfer or payment service pursuant to clause 26 by contacting Be U Community Support pursuant to clause 17.1 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

10. Device and Device Operating System

- 10.1 You should not download, install or use the App on a jail-broken or rooted device. Any unauthorized modifications to the device operating system that bypasses security features can cause numerous issues to the device. Do not download the App through these methods.
- 10.2 For the best user experience, make sure the device you have installed the App on is running on the latest operating system. You can find the minimum system requirement in the App description page in the app store that you have used to download the app.
- 10.3 Devices that are running on older versions of operating systems may encounter system incompatibility that may compromise your Be U user experience.

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11. Device Permissions

- 11.1 For the App to install and operate smoothly, we will require your permission to access certain functions on your device including contacts, location, services, notification, photos and/or media during the activation process.
- 11.2 Your user experience may be interrupted if you choose not to allow us to access these functions. But don't worry, we will only request permission to access functions on your device that are only necessary to install and operate the App.

12. Collecting Technical Data on Your Device

- 12.1 By using the App, you have agreed to allow us to collect and use technical information of the device that you use to install the App on and its related software (including but not limited to cookies, clear gifs, log files, device identifiers and more), hardware and peripherals (such as those data made available through your devices audio, microphone, camera or touch screen) to improve our products and provide the best App services.
- 12.2 We will not collect your personal data stored in your mobile other than related to App as stated under clause 12.

13. Collection of Location Data

- 13.1 Your location data from your device will be used to provide services smoothly through the App.
- 13.2 You may disable this feature to track your location at any time by turning off the location for the App on your device settings. However, it might compromise the services we provide to you on the App.
- 13.3 Allowing the App to collect your location data for its services means you have given your consent to us and our affiliates' and licensees' for transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location based and road-traffic-based products and services.

14. Usage of your Data and Information

- 14.1 It is advisable for you to read this paragraph together with the Privacy Notice available in the App.

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14.2 By proceeding with the App, you have agreed to allow us to collect, store and process your personal data in order to provide you with the ultimate experience and services. Such personal data includes:

- (a) Name;
- (b) NRIC Number;
- (c) Bank Account Number;
- (d) Address; and (but not limited to)
- (e) Other categories of personal data stated in Privacy Notice.

14.3 We may also share the personal data and information collected through this App with the following parties:

- (a) any officer, employee, agent or director of Bank Islam group which includes the holding company(s) of Bank Islam, its subsidiaries, associated companies, affiliates, representatives and branch offices;
- (b) any actual or potential participants or assignee, novatee or transferee of Bank Islam's rights and/or obligations under any transaction between Bank Islam and the customer;
- (c) other parties we may choose to share data with through the App, including third parties;
- (d) other companies we own which will provide their services through the App;
- (e) third parties including targeted advertisements, billing, payments, background check services, service fulfilment, data analytic services professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operators or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Be U and/or Bank Islam and whom are under legal obligation to the confidentiality of customer;
- (f) any rating agency or direct/indirect provider of credit protection to Bank Islam or any credit reference agency that Bank Islam uses for credit assessment or credit review of customer;
- (g) any government, quasi-government, administrative, regulatory/supervisory body or authority, court or tribunal, enforcement agencies, regulatory authorities, financial crime references agencies, other financial institution and any of their respective agents or any other parties required by law or if we reasonably believe that such action is necessary to comply with the law and relevant regulations; and
- (h) any security party, guarantor or collateral provider for customer's facilities.

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- 14.4 You hereby expressly consent to such disclosure pursuant to the relevant provisions under the Islamic Financial Services Act 2013 (IFSA 2013) and further confirm and declare that the terms contained herein shall be in addition to and to be read together with the Privacy Notice in connection with the Personal Data Protection Act 2010. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Notice, the terms and conditions in the Privacy Notice shall prevail.
- 14.5 The customer further acknowledges that the information provided to Be U including the information regarding the customer's account(s) may be shared with the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country/jurisdiction or countries/jurisdictions in which the customer may be the tax resident pursuant to inter-governmental agreements in which Bank Islam has obligation to exchange any account information.
- 14.6 Don't worry, you may request to delete your personal data from our systems. However, subject to applicable laws, guidelines, orders and directives in force. Bear in mind, it will take some time to delete your data and information from our systems and we might not be able to delete all your personal data if you intend to continue using our App and any services affiliated to it.
- 14.7 You should provide us accurate, complete and timely information about yourself and maintain the accuracy of your information on the App. If there are any changes to your personal details, please notify Be U in writing or through other means as communicated by us. Be U is entitled to assume that there are no changes until we have received notice.
- 15. Updates and Changes to the App**
- 15.1 We may update the App from time to time and change the services we offer through the App in order to improve performance, enhance functionality, reflect changes to the operating system or address security issues.
- 15.2 We will inform you if you need to update the App on your phone's App Store/Play Store. If your device settings are not set on automatic updates, it is your responsibility to update the App when you are notified through the App store. We will not be held liable for any losses incurred by you for any failure to updates and changes to the App unless such losses are caused solely by Bank Islam's gross negligence.

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16. App Support

- 16.1 You may refer to the community forum if you want to learn more or facing any problems regarding the App or its Services. In the community forum, you can search for the information and features of the App.
- 16.2 Refer to the Frequently Ask Questions (FAQ) page or reach out to us by calling and/or email Be U Community Support as per clause 17.1.

17. Contacting Be U (even for Complaints)

- 17.1 If you wish to contact us for any other reason, would like to give feedbacks, complaints, suggestions regarding our App and Services or lodge any dispute, you can submit the contact us form on the App. Alternatively, you can email our Be U Community Support team at beu.communitysupport@bankislam.com.my or call us at 03-27790088. Traditionally, we would provide you an address should you wish to send us a letter, but we're all about saving the trees and protect the environment these days. Email or call us instead.
- 17.2 You may contact Bank Negara Malaysia LINK or BNM TELELINK (as below) if your query or complaint is not satisfactorily resolved by Be U:

via telephone : 1-300-88-5465 (1-300-88-LINK)

via fax : 03-2174 1515

via email : bnmtelelink@bnm.gov.my

via letter : **Laman Informasi Nasihat dan Khidmat (LINK)**

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

18. Disputes and Enquiries

- 18.1 You may be required to disclose to us all relevant information relating to any report, query or complaint including but not limited to your name, the relevant account number, 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

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more information and the amount(s) involved in the suspected error, disputed transaction, query or complaint, as maybe relevant. Despite that, you shall not, at any time and under any circumstances whatsoever, disclose your login, PIN or passcode details to any of Be U officers or representative.

- 18.2 Where any communication involves your sensitive or confidential information whether in relation to your account or any transactions made in relation thereto or otherwise, we do not encourage the communication of any such information via such channels provided under clause 17.1 hereof.
- 18.3 You are responsible to ensure that the phone number and/or email address of Be U Community Support is correct when lodging any reports, query or complaints. You have agreed and acknowledged that if you proceed with such mode of communication in relation to such information under clause 18.2, you will undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold us responsible or liable for the security of such information or any loss suffered.
- 18.4 We shall investigate the complaint, answer the query or inform you the results of investigation as soon as practicable in any case within fourteen (14) days of receipt of such report, query or complaint.
- 18.5 If we require more time to conduct the investigation, we shall extend the period stated in clause 18.4 above not exceeding thirty (30) days from the date of our receipt of such report, query or complaint.
- 18.6 You shall co-operate and assist us in the conduct of its investigations, including allowing us and the investigation team to access the device used for the disputed transaction within five (5) business days from the date you reported your query or complaint to the Be U Community Support team.
- 18.7 Subject to these T&C, upon the completion of an investigation, we shall take reasonable action to correct any error promptly and to make and notify you the necessary adjustments made to your account.
- 18.8 Subject to clause 29, we assure total reimbursement to you in the event where you suffer monetary losses due to direct loss from your account arising from your use of the App provided the losses were due to system malfunctioning wherein such malfunctioning will be subjected to confirmation by us.
- 18.9 If you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome by referring to the Ombudsman for Financial Services.

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19. Communicating with You

- 19.1 Yes, we always want to communicate with our users about their journey with the App. But we especially want to get in touch with you if you have contacted us due to issues you may be facing with the App.
- 19.2 We will contact you via telephone, email or SMS using the contact details you have provided as recorded in our system or your alternative contact details used to reach us when you sent in your feedback or complaints.

20. Our Responsibility for the Services of our Collaboration Partners

- 20.1 The App may contain links to our partner's independent websites which are not provided by us. Furthermore, we may occasionally share content, including links to websites which we think may be beneficial and interest you.
- 20.2 However, this does not mean that sharing content or providing such links represent or endorsed by any part of us. Such independent sites, including whether to buy any products or services offered by them are beyond our control and we are not responsible for and have not checked, approved their content and privacy policies.
- 20.3 Should there be any products or services offered by them that you want to use, you will need to make your own independent judgement whether to proceed or not as it will not fall under the App responsibilities.
- 20.4 We shall not be liable in any way for any losses, damages and claims suffered by you from your usage of the services offered by our partners.

21. Secured Messaging (Inbox)

- 21.1 You agree and acknowledge that Be U may fix a limit as to the number of messages you may receive or store in or through the Secured Messaging (Inbox) at any time.

22. Acceptable Use Restrictions

- 22.1 You must:

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- (a) not use the App in any unlawful manner, for any unlawful purposes, and/or in any manner inconsistent with these T&C or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data into any operating system or the App;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any material (to the extent that such use is not licensed by these T&C);
- (c) not transmit any material that is defamatory, offensive, obscene, or otherwise objectionable (including spam) in relation to your use of the App;
- (d) not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) not collect or harvest any information or data from the App or the services offered through the App, our systems or attempt to decipher any transmissions to or from the servers running the App or offering the services through the App;
- (f) not share any PIN, passcode or any other similar security features that is provided by you to access the App to any third party and shall ensure that any PIN, passcode or similar security features shall always remain under the safekeeping of your possession at all times;
- (g) not use the App in any way which would damage our reputation and which would contradict the Shariah principles;
- (h) observe your etiquette when you are communicating with Be U. We do not tolerate any obscene or defamatory way of communicating through the App or other means;
- (i) inform the Be U Community Support team immediately, no later than 12 hours, if you have received any data and information through the App that is not meant for you;
- (j) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App to be combined with, or become incorporated in, any other programs or applications;
- (k) not reverse engineer, disassemble, de-compile or create derivative works based on the whole or any part of the App, nor attempt to do any such things; and
- (l) adhere and comply to all applicable laws, regulations and guidelines in the use of the App.

23. Instructions and Authorisations

- 23.1 Any Instructions transmitted to and/or received by Be U shall be regarded as genuine instructions made by you.
- 23.2 You have acknowledged and agreed that Be U have no duty to and is not required to take any steps to verify or seek any other confirmation from any party but Be U has the right to do so for its own purpose.

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- 23.3 If you have discovered or have reason to believe that the instructions transmitted to or received by Be U are neither accurate nor complete, you should inform Be U immediately by contacting our Be U Community Support team at beu.communitysupport@bankislam.com.my or call them at 03-27790088.
- 23.4 Be U may cancel, revoke, reverse, amend earlier instruction provided if your request to do all those stated is received and effected before the instruction is executed and therefore, Be U reserves the right to charge you accordingly.
- 23.5 In the event where Be U decides to act upon or is otherwise under the obligation to act upon and/or carry out any instructions, Be U is allowed to act upon and implement any instructions as it may be reasonable having regards to the systems and operations of Be U and any other circumstances.
- 23.6 Be U also reserves the right to refuse to carry out any instructions for any reason including but not limited to where such instructions are in violation of any of the T&C or it is inconsistent with Be U policies, or contradicting with Shariah principles or any regulatory requirements that may be in effect from time to time.
- 23.7 If the instruction is ambiguous and/or inconsistent with other instructions, Be U is entitled to rely and act upon the instruction or refuse to act on it until we receive a fresh, new instruction in such form and manner communicated by Be U.

24. International Use

- 24.1 The use of App 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.
- 24.2 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.
- 24.3 You hereby agree that you are using the App at own initiative and are responsible for your compliance with local laws.

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25. Intellectual Property Rights

25.1 You acknowledge that all proprietary rights (including without limitation title, pattern rights and copy rights) in this T&C shall at all times vest and remain vested with Bank Islam.

26. Suspension, Termination and Restriction of the App

26.1 Subject to clause 26.2, Be U may terminate, suspend or restrict your access to the App by giving you a seven (7) working days prior written notice if:

- (a) you have breached this T&C or any contracts laid down by Be U and other authorities relevant to this App;
or
- (b) you have provided Be U with false or incomplete information to access your account.

26.2 Be U may terminate, suspend or restrict your access to the App immediately with notice if:

- (a) your Be U QSA account is suspended, freeze or closed pursuant to clause 11.1 of the Be U QSA Terms and Conditions;
- (b) you have become a threat or is in any way jeopardizing the administration of Bank Islam;
- (c) in order to protect the App, it is in the public interest to do so;
- (d) in order to protect the App, it is required to facilitate investigation on matters pertaining to the suspected fraudulent or unauthorized usage; or
- (e) in circumstances where Be U 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 (“**Relevant Authorities**”) to terminate, suspend or restrict your access to the App. Doesn't matter if the Relevant Authorities have the legal or valid authority to request Be U to do so.

26.3 You have agreed and acknowledged that termination of your account does not affect your liability or obligations in respect of instructions received that have been processed or being processed by Be U prior to your account being terminated.

26.4 We are not going to be held accountable by you or any third party that suffer any losses or damages as a result of your account being suspended, terminated and restricted unless those are tied directly to Be U's gross negligence, willful default or fraud.

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Be U by Bank Islam

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27. Indemnity

27.1 In addition and without prejudice to any other rights or remedies of Be U, whether under these T&C or otherwise, you shall indemnify and hold Be U harmless at all times from and against any and all loss, damages and claims suffered or incurred by Be U as a result of any of the following:

- (a) any failure by you to comply with any of the T&C; and/or
- (b) Be U acting in accordance with any instructions or in any manner pursuant to these T&C.

27.2 You agree and acknowledge that your obligation to indemnify Be U shall survive the termination of these T&C.

28. Waiver

28.1 The failure or delay on the part of Be U in exercising any right, power, privilege or remedy under this T&C upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver or any acquiescence in such default. No waiver shall be valid unless made in writing by Be U. Any waiver by Be U shall not operate as a waiver of any subsequent default by you.

29. Limitation of Liability

29.1 Be U shall use all reasonable efforts to ensure the operation and availability of the App. However, you agree and acknowledge that Be U does not make any warranties or representations of any kind whatsoever with respect to Be U and/or its related services whether express or implied. Unless due to the omission or gross negligent conduct of Be U or its employees in accordance with clause 29.5, Be U shall not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of the Apps whether suffered by you or any other person.

29.2 Without limiting the generality of clause 29.1 above, we will not be liable for any form of damages or losses arising or resulting from the following:

- (a) your failure, neglect or omission to use the App in a manner which meets the security requirements as set out in this T&C;

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- (b) your failure to comply with any of the terms stipulated in this T&C and any other rules, regulations, policies and guidelines currently in force;
- (c) any failure, malfunction, defect, disruption or breakdown, suspension whether temporary or otherwise affecting any part of the operations, systems, servers, equipment, hardware or software of any device or relating to the App whether or not caused by Be U, you or any other person;
- (d) any intrusion, interference or attack by any person, virus, malware, malicious programs, or other harmful components or deleterious programs or files;
- (e) any loss, theft or unauthorized use of the App by any third party or caused by any third party;
- (f) any prohibition, suspension, delay or restriction of your access to the App by the laws or regulations of any country from which you access the App or in connection with your network service provider;
- (g) any event, the occurrence of which is beyond Be U's reasonable control including any act of god, natural disasters, fire, flood, lightning, riots, strikes, lockouts, wars, disruption of electrical or power supply, pandemic, endemic or such other events as may be notified by Be U from time to time;
- (h) any prohibition, suspension, delay or restriction of your access to the App caused by, relating to or in connection with your network service provider;
- (i) any inaccuracy or incompleteness of information, data or Instructions given by you in relation to any transactions or the performance of any transactions under the App;
- (j) your failure, neglect or omission to maintain sufficient funds in Be U QSA to perform any of your Instructions;
- (k) your inability to perform any transactions due to limits set by Bank Islam from time to time; or
- (l) any delay in the delivery or non-delivery or any documents or materials, whatsoever, under these T&C, if any.

29.3 This includes personal injury and/or loss of profits that you may suffer such as App limitations and damages, cybersecurity breach or losses from internet delays as the result of using this App. Unless it is due to our gross negligence.

29.4 So long as Be U acts in good faith in acting upon or carrying out any instructions, Be U shall neither be responsible nor liable to you in any respect for any indirect or consequential loss caused by or arising from Be U's execution or implementation of such instructions or any matter arising therefrom.

29.5 Where Be U fails to observe the procedures on complaints and investigation as set out in this T&C and such failure:

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- (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,

Be U may, subject to the T&C herein, be liable to you up to the full amount of the particular transaction which is the subject of complaint.

30. Disclaimer

30.1 To the fullest extent permitted by law, we do not represent, warrant or guarantee the reliability, timeliness, quality, suitability, availability or completeness of the App in any way.

31. Severability

31.1 If any provision of this T&C is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this T&C shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this T&C. The remaining provisions shall however remain in full force and effect and shall not be affected by the illegality, invalidity or such unenforceable provision.

32. Variations of Terms and Conditions

32.1 Be U reserves the right to add, amend, delete or vary any of these T&C by giving at least twenty-one (21) days' notice before the amended T&C takes effect. The revised T&C will be made available upon access in the App and will become effective on the day as set out in the revised T&C.

32.2 You agree and acknowledge that if the changes or amendments made are necessitated by an immediate need to restore or maintain the security of your account, we may proceed to do so by making such changes and amendments without giving notice.

32.3 By continuing to use the App, that means you have read and are aware of the changes. Therefore, you have agreed to be bound by the new version of the T&C. However, if at any point of time you do not agree, please stop using the App immediately.

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33. Successors Bound

33.1 These T&C shall be binding of the parties and to their heirs, personal representatives, executors and successors in title. You are not entitled to assign any of your rights or obligations under these T&C unless you received written consent from Be U.

34. Notices

34.1 You hereby consent to all notices and other communications which concern the App or are required under these T&C or may be given by Be U in any on one of the following manners:

- (a) by electronic mail to your last known e-mail address in Be U's records and such notification shall be deemed received twenty-four (24) hours after sending;
- (b) by being displayed in Bank Islam's premises and such notification shall be deemed effective upon such display;
- (c) 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;
- (d) by inserting a notice in Be U's Statement of Account to you and such notification shall be deemed effective two (2) days after the date of emailing of the notice contained in the Statement of Account to you;
- (e) broadcasting a message on the App; and/or
- (f) if notified to you in any other manner as communicated by Be U.

34.2 All notices to Be U shall be in writing sent to Be U at beu.communitysupport@bankislam.com.my .

35. Laws and Jurisdiction

These T&C are governed by Malaysian law and nothing prevents you from seeking legal recourse from the Malaysian courts after exhausting all channels and remedies provided herein.

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