

MBSB Bank e-wallet Terms and Conditions

1. General

- 1.1 These Terms and Conditions are the terms and conditions for the use of Services (as herein after defined) and/or any other services and/or activities provided by us, MBSB Bank Berhad (Registration No.: 200501033981)(716122-P) (a company incorporated in Malaysia and having its principal business address at, Wisma MBSB, 48, Jalan Dungun, Damansara Heights, 50490 Kuala Lumpur ("**MBSB Bank**") to our Customers.
- 1.2 You are advised to and shall be deemed to have read these Terms and Conditions carefully before registering and creating a MBSB Bank e-wallet account and/or beginning using the Services. By registering, accessing and using the Services, you shall be subjected to and hereby agree to be bound by the provisions of these Terms and Conditions.
- 1.3 Upon your acceptance and agreement to register and create a MBSB Bank e-wallet account, these Terms and Conditions constitute a legally-binding agreement between MBSB Bank and yourself. If you do not agree with these Terms and Conditions, in whole, please discontinue with the registration process and the use of the Services.

2. Definitions

- 2.1 For the purpose of these Terms and Conditions, the words and expressions used or referred to herein shall have the following meaning:-

"**Customer(s)**" means the person registered for a MBSB Bank e-wallet account for the Services;

"**MBSB Bank**" refers to MBSB Bank Berhad (Registration No.: 200501033981)(716122-P) a company incorporated in Malaysia and having its principal business address at, Wisma MBSB, 48, Jalan Dungun, Damansara Heights, 50490 Kuala Lumpur;

"**MBSB Bank e-wallet**" means the payment instrument that stores funds electronically in exchange of money paid to MBSB Bank e-wallet and which is able to be used as a means of making payment for goods, products and services through MBSB Bank e-wallet from the Merchant;

"**MBSB Bank e-wallet account Limit**" means the maximum amount of MBSB Bank e-wallet that can be stored in your MBSB Bank e-wallet account at any point in time;

"**Merchant**" means merchants, vendors, persons, corporations or entity registered with MBSB Bank e-wallet to offer products and/or services to the Customer(s);

"**MBSB Bank Website**" means the website bearing the domain of <http://www.mbsbbank.com> and any other related microsites and/or mobile applications operated by MBSB Bank with the name of MBSB Bank Mobile App, MBSB Bank e-wallet Mobile App or such other names so determined by MBSB Bank from time to time;

“MBSB Bank e-wallet App”, means the mobile application which may be downloaded and accessed by Customer(s) via mobile devices upon the correct input of User ID and Password to perform selected services as determined by MBSB Bank from time to time;;

“MBSB Bank e-wallet account” means account created by the Customer(s) in order to access and utilise the account balance including but not limited to making payment for goods, products and services through MBSB Bank e-wallet;

“MSISDN” means Mobile Subscriber Integrated Services Digital Network, which is the mobile phone number for which Customer(s) has registered;

“Services” means all services made available to Customer(s) within MBSB Bank e-wallet Application, including but not limited to registration of MBSB Bank e-wallet account, stored value service (via MBSB Bank e-wallet) and MBSB Bank e-wallet top-up services;

“Reload” means the transaction of depositing money into MBSB Bank e-wallet through channels designated by MBSB Bank e-wallet.

3. Registration and Eligibility

- 3.1 In order to access and utilize the Services, you are required to register and create a MBSB Bank e-wallet account. By registering and creating a MBSB Bank e-wallet account,
 - 3.1.1 You must be a registered subscriber of a telecommunication provider in Malaysia; and
 - 3.1.2 You must provide personal details such as your full name, identity card number, email address, phone number, mailing address, date of birth, nationality and such additional information or supporting documents as may be required by MBSB Bank; and
 - 3.1.3 You must create a password to log-in and access MBSB Bank e-wallet account.
 - 3.1.4 You confirm that you are at least eighteen (18) years of age.
- 3.2 In the event an incorrect phone number is inserted, you will not be able to link and/or access MBSB Bank e-wallet. In the event this occurs, you may opt to create a new MBSB Bank e-wallet account or replace with a valid and active phone number.
- 3.3 MBSB Bank e-wallet account shall be effective from the date the registration is approved and verified by MBSB Bank, which will be signified by the availability of MBSB Bank e-wallet account to you. Once a MBSB Bank e-wallet account is approved for use, it shall remain effective until and unless it is terminated in accordance with these Terms and Conditions.
- 3.4 Upon registration, you shall enter a six (6) digit unique number One Time Password (OTP number) delivered to your phone for the authentication purpose.
- 3.5 To utilize the services of making payment through MBSB Bank e-wallet, you are required to have your bank account enabled for online banking transaction (FPX) to top-up MBSB Bank e-wallet;
- 3.6 There will be no registration fee. In the event that you wish to cancel and terminate the MBSB Bank e-wallet account after registration, MBSB Bank will take immediate action to do so. Any MBSB Bank e-wallet balance shall be refunded through correspondence process with you.

- 3.7 You are prohibited from registering a MBSB Bank e-wallet account using false information and/or other person's details. Anyone caught impersonating other customers or any other party(ies), whether an individual or a legal entity, will be responsible for any costs and/or losses incurred as a result of their fraudulent activity. Improper use of MBSB Bank e-wallet may result in immediate termination and/or suspension of MBSB Bank e-wallet account and a report will be lodged by MBSB Bank to the relevant authorities.

4. Warranties and Responsibilities

- 4.1 By registering, maintaining and using a MBSB Bank e-wallet, you warrant to represent and undertake the following, that:
- 4.1.1 The information provided is, and shall at all-time remains, true and correct;
 - 4.1.2 You have the legal capacity, authority and ability to enter into and accept these Terms and Conditions;
 - 4.1.3 You shall not use the Services for any illegal activities (including but not limited to money laundering and illegal money-lending activities) and/or in such manner that is in violation to any applicable laws or regulations;
 - 4.1.4 You shall not breach any provisions of these Terms and Conditions; and you shall comply with all applicable laws, ordinances, codes, rules, regulations, notices, instructions and/or directives of the relevant authorities or any notices, instructions, directives or guidelines given by MBSB Bank.
- 4.2 e-wallet Password
- You shall be solely responsible for safeguarding and protecting your password at all times.
- 4.2.1 All activities that occur on your MBSB Bank e-wallet account shall be deemed to have been validly carried out by you.
 - 4.2.2 In the event you share your confidential information with any other party or allow any other party to access and use your MBSB Bank e-wallet account, you, as the account holder shall be solely liable and responsible for all transactions carried out therein. MBSB Bank will not be liable in whatsoever manner for any losses caused by any unauthorised use of the MBSB Bank e-wallet account.
 - 4.2.3 If there is any breach of security or any unauthorized access to the MBSB Bank e-wallet account, you shall immediately notify MBSB Bank in the manner as set out in these Terms and Conditions.
- 4.3 MBSB Bank e-wallet Transactions
- 4.3.1 MBSB Bank does not provide any hardcopy statement of account in respect of MBSB Bank e-wallet. You shall be responsible for all your transactions and for keeping track of your MBSB Bank e-wallet through your account history.
 - 4.3.2 You shall be responsible to check and verify all transactions in your MBSB Bank e-wallet account including but not limited to the transaction amount and recipient information. MBSB Bank shall not be obligated to process any request for reversal of wrongful entry as a result of your negligence. Abusing the MBSB Bank e-wallet may result in immediate termination or suspension of your MBSB Bank e-wallet. MBSB Bank reserves the right, from time to time, to request from you, any additional information in which case you shall provide the information so required, failing which the MBSB Bank e-wallet account may be terminated and/or suspended by MBSB Bank at its sole discretion.

- 4.4 You shall immediately notify MBSB Bank upon receipt of incomplete, garbled or inaccurate data or information or any data or information, which is not from MBSB Bank or any doubtful information or message. You shall delete such data or information from your mobile phone.
- 4.5 You acknowledge that your name and MSISDN and such other personal information may be made available for identification purposes to another customer, bank, Merchant, and/or its appointed payment gateway service provider(s) for the purpose of performing a payment process or transaction.
- 4.6 MBSB Bank, Merchants, and/or its appointed payment gateway service provider(s) shall not be liable for any losses suffered by your use of the MBSB Bank e-wallet (which would include, without limitation, your careless management of MBSB Bank e-wallet; and disclosing your password to any third party).
- 4.7 MBSB Bank makes reasonable efforts to ensure that requests for payments involving bank accounts and 3rd party payment gateway are processed promptly. MBSB Bank makes no representations or warranties regarding the amount of time needed to complete transactions because our Service is largely dependent upon many factors outside of our control.
- 4.8 Where prescribed account and transaction limits are applicable to specific purchases or other transactions by you, have been notified to you, you shall not exceed the prescribed set limit unless prior written approval to exceed these limits are obtained by you from MBSB Bank.
- 4.9 Notwithstanding that a prescribed MBSB Bank e-wallet account and MBSB Bank e-wallet account limits may not be notified to you, MBSB Bank may from time to time at its sole discretion set such limits for its control purposes without informing you.

5. Terms of Use of the Services

- 5.1 MBSB Bank e-wallet is made available by MBSB Bank , for the following:
 - 5.1.1. The payment for purchase of products and services provided by MBSB Bank e-wallet and the Merchant in accordance with these Terms and Conditions; and
 - 5.1.2. Such other new services as may be introduced by MBSB Bank e-wallet from time to time.
- 5.2 MBSB Bank e-wallet is not transferable or assignable to any third party without MBSB Bank's prior written permission and shall be used exclusively by MBSB Bank's customers.
- 5.3 You may store and top-up your MBSB Bank e-wallet using channels authorized by MBSB Bank up to RM200.00 per transaction daily with a wallet limit of RM1,000.00.
- 5.4 Any payment made by you through MBSB Bank e-wallet account shall be recorded in MBSB Bank database. MBSB Bank will record the beneficiary in its computer database and MBSB Bank e-wallet will be debited and/or credited up to an amount equal to the payment received (subject to, as the case may be, the services used by Customer).
- 5.5 MBSB Bank shall not be liable for any costs, losses or damage (whether direct or indirect) or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your use of MBSB Bank e-wallet for unauthorised purposes.

5.6 In an effort to provide safe operations, reliable and quality Services to you, MBSB Bank may perform the following safety, security and operational reliabilities precautionary measures, as per below:-

5.6.1 Blacklist Database – All blacklisted username, IP address and emails by MBSB Bank will be rejected when attempting to register and/or transact through MBSB Bank. Blacklisted database is based on the usage for any transactions in MBSB Bank's sole opinion, is unusual, irregular, suspicious, fraudulent, illegal or unauthorised.

5.6.2 Fraud Monitoring – MBSB Bank has established a fraud unit to identify traits and patterns that are associated with fraudulent orders.

5.7 Risks

5.7.1 You acknowledge that you shall use MBSB Bank e-wallet at your own risk.

5.7.2 You shall be solely liable for all losses and damages arising from and in connection with the use of MBSB Bank e-wallet including but not limited to:-

- i. Cessation, termination or disruption of services; and
- ii. Lost or stolen MBSB Bank e-wallet stored in MBSB Bank e-wallet account as a result of breach of security, fraudulent transactions and/or unauthorized access.

6. Fee and Charges

6.1 You shall be responsible for all fees and/or charges imposed by certain payment networks for using their channels to perform transactions.

6.2 You are entitled to request for a refund of the available balance in your MBSB Bank e-wallet.

6.3 If you are entitled to a refund on payment made for product purchase, you shall agree to accept the refund to be deposited/credited directly into your designated bank account.

6.4 At this point in time, there will be no fees and charges unless otherwise notified in the future.

7. Refund, Return and Cancellation Policy

7.1 All items of products sold or purchased via MBSB Bank e-wallet are not returnable, refundable nor exchangeable and cannot be cancelled, unless otherwise specified stated by the relevant merchant.

7.2 Refund, return and cancellation are only applicable for MBSB Bank e-wallet which are available in the following conditions:

7.2.1 Multiple payments: Where MBSB Bank e-wallet was deducted more than once for the same transaction;

7.2.2 Deactivated account: Your MBSB Bank e-wallet account is terminated but there is available balance in your MBSB Bank e-Wallet account;

7.2.3 In the event, your bank account was debited, but MBSB Bank e-wallet account was not credited thereto;

7.2.4 In the event, your MBSB Bank e-wallet account was debited but the product failed to be delivered; and

7.2.5 In the event there is any dispute/chargeback in your favour.

7.3 You further agree that:

7.3.1 In the event MBSB Bank e-wallet account is terminated or suspended by MBSB Bank, MBSB Bank shall not be obliged to refund or return the remaining balance in the e-wallet

in the form of real currency (MYR) until clearance is obtained from the relevant authorities (including but not limited to the banks, payment gateways).

7.3.2 If you initially paid for MBSB Bank e-wallet top up via online banking and a dispute arises which is in your favour, refund will be processed via IBG/TT/FPX/myclear/MEPS and may take up to three (3) working days for the refunded amount clearing.

7.4 You may put in a request for refund to MBSB Bank's designated channels as stated under Clause 7.2 herein and MBSB Bank will respond within 48 hours (working days) upon receipt of your request. All requests for refund should include identifying information and such other items as may be specified by MBSB Bank from time to time.

8. Disputes and Complaints

8.1 Any dispute regarding MBSB Bank e-wallet transactions and/or billings must be communicated in writing to MBSB Bank's customer service within one (1) month from the date of such transaction(s) and you shall furnish MBSB Bank with all necessary supporting documents as and when requested.

8.2 If MBSB Bank does not receive written notice within one (1) month, you are deemed to have agreed that such bills and transactions are accurate and shall pay the amount as billed for using MBSB Bank e-wallet. An administrative charge may be imposed for disputes raised by you.

8.3 You agree and consent to the disclosure and release by MBSB Bank of any information in the possession of MBSB Bank pertaining to you, the particulars of the transaction(s) or any designated account relating to the transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with the transaction(s) under MBSB Bank.

8.4 You are required to provide your full name (as per NRIC), phone number and Transaction ID when lodging any complaint and/or report.

8.5 In the event of any dispute, you further agree that if MBSB Bank terminates and/or suspends your MBSB Bank e-wallet account, MBSB Bank shall not be obliged to refund or return any balance until clearance is obtained from the relevant authorities. If there are any refunds Clause 7 will be applicable.

9. Representations and Warranties: Disclaimer

9.1 MBSB Bank e-wallet is provided on an "as is" basis without any representations or warranties of any kind whether express or implied to the fullest extent permitted by law.

9.2 Although MBSB Bank will be reasonable endeavours to ensure that the mobile banking is secure and cannot be accessed by any unauthorized third parties, MBSB Bank does not warrant the security or confidentiality of any information transmitted through the MBSB Bank e-wallet or such other equivalent system in any jurisdiction via MBSB Bank.

9.3 It is expressly agreed and declared by all parties hereto that MBSB Bank shall not be liable or responsible to you and/or any other person(s) for any losses, damages, costs or expenses whatsoever suffered by such person(s) arising out of or in connection with the issue, use, withdrawal and/or termination of MBSB Bank e-wallet resulting from or in consequence of any

act or omission by MBSB Bank except in the case of wilful default by MBSB Bank, for which such liability shall be limited to the amount of actual loss only.

- 9.4 MBSB Bank shall not for any reason whatsoever be liable for damages suffered or loss by you under any circumstances whatsoever whether or not such circumstances relate to or arise out of these Terms and Conditions including but not limited to non-acceptance for any reasons whatsoever of MBSB Bank by any Merchant, person or body, restriction or cancellation of the MBSB Bank e-wallet account, or under any other circumstances.

10. Limitation of Liability

- 10.1 To the fullest extent permitted by laws, MBSB Bank shall not be liable, whether directly or indirectly, for (a) loss of actual or anticipated profits, (b) loss of goodwill, (c) loss of business, (d) loss of data and/or the costs of restoration of data, and/or (e) any consequential loss or damage howsoever caused. Without prejudice to the generality of the foregoing, the entire liability of MBSB Bank for all claims made in respect of or in connection with these Terms and Conditions, howsoever arising, shall in no circumstances exceed the amount equivalent to the relevant and/or disputed payment transaction made by you through MBSB Bank e-wallet account.

11. Termination / Suspension

- 11.1 MBSB Bank shall immediately suspend/terminate your use of MBSB Bank e-wallet account due to the following circumstances:
- 11.1.1 In the opinion of MBSB Bank, you are involved in anything which is dishonest, fraudulent, illegal, misrepresentation and/or criminal in nature;
 - 11.1.2 You are in breach of any of the provisions of these Terms and Conditions or engaged in any conduct prejudicial to MBSB Bank;
 - 11.1.3 You are in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;

12. Consequences of Suspension / Termination

- 12.1 Upon termination, all available balance in your MBSB Bank e-wallet account shall be refunded upon request by you.
- 12.2 You further agree that in the event MBSB Bank terminates and/or suspends your MBSB Bank e-wallet account pursuant to Clause 11.1 MBSB Bank shall not be obliged to refund or return any MBSB Bank e-wallet in the MBSB Bank e-wallet account until clearance is obtained from the relevant authorities.
- 12.3 MBSB Bank shall not be performing reconnection or reactivation of your MBSB Bank e-wallet account upon termination. In the event where you wish to do so, you are only able to create a new MBSB Bank e-wallet account.

13. Amendment and Modification of Agreement

- 13.1 Unless expressly stated otherwise, in the event MBSB Bank has amended or modified these Terms and Conditions, the procedures, the mode of operation of MBSB Bank e-wallet as well as regulations, procedures or fee rates, a twenty one (21) working days prior notice via MBSB Bank e-wallet mobile application push notification will be given to you.
- 13.2 You can continue to use, access and utilise the services after the effective date of such amendments or modifications, and you shall be deemed to have agreed to the same and shall be bound accordingly. You further agree that, you will comply with all instruction manuals and other documents whether current or subsequently issued by MBSB Bank.

14. Unclaimed Money

- 14.1 All sums of money in your (MBSB Bank e-wallet account) that has not been operated (transaction not active) in whatever manner by you for a period no less than seven (7) years will be registered as unclaimed money.
- 14.2 You (owner of the unclaimed money) hereby agrees that, you may recover the monies from registrar in such manner as provided under the relevant rules and regulations under the Unclaimed Moneys Act 1965.
- i) In order to allow for the refund of unclaimed monies, the owner must satisfy the Registrar that he/she is the rightful owner or that he/she has a legal right over the money to be claimed.
 - ii) In the case of claim to be made by an individual or a company, they are required to submit all necessary documents to the Registrar's office.

15. General

- 15.1 Indemnity
To the fullest extent permitted by the laws, the Customer shall defend, indemnify and hold MBSB Bank, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including, but not limited to, reasonable legal fees and costs) arising out of or relating to any:
- 15.1.1 Breach (or alleged breach) of these Terms and Conditions; and
 - 15.1.2 Breach of any laws, rules and regulations and/or abuse of MBSB Bank e-wallet.
- 15.2 Severability
If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.
- 15.3 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (ACT 613)
The Customer confirms to MBSB Bank that the Customer is not involved in any unlawful/money laundering activities as defined in the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001 including but not limited to engaging, directly or indirectly, in a transaction that involves proceeds of any unlawful activity using the MBSB Bank e-wallet.

15.4 Governing Laws

These Terms and Conditions shall be governed by the laws of Malaysia and the parties agree to submit to the jurisdiction of the courts of Malaysia in the event of any claims or disputes.

15.5 Notice

Any notice, request or demand required to be served to you by MBSB Bank under these Terms and Conditions and/or under any rules and regulations pertaining to MBSB Bank e-wallet, shall be in writing and shall be deemed to be sufficiently served or made if it is sent to you by email to your email address recorded in your MBSB Bank e-wallet account.

15.6 Shariah Compliance

You are fully cognizant that MBSB Bank is a licensed Islamic bank. MBSB Bank e-wallet reserves the right to reject and/or refuse to transact with Shariah non-compliant Merchants. Any attempt by you to utilize the MBSB Bank e-wallet at prohibited Merchants may result in a denial or rejection of the transaction. Any Shariah non-compliant utilization shall be at your own risk and in the event of any Shariah non-compliant transaction being detected may result in your MBSB Bank e-wallet account being suspended. Any damages incurred or proceedings instituted against MBSB Bank will be fully indemnified by you including any costs and expenses incurred by MBSB Bank in defending its position. You are aware that you may be made a party to the suit or proceedings.

15.6.1 The Shariah negative list for MBSB Bank is as follows:

1. Liquor, alcoholic beverage company or any business entity whose core businesses, activities or operations involve liquor or alcoholic beverages.
2. Gambling company or any business entity whose core businesses, activities or operations involve gambling related activities (e.g. Genting, Sports Toto, Magnum, etc.).
3. Pornography company or any business entity whose core businesses, activities or operations involve erotic elements including, but not limited to magazines, videos, audio recordings, websites and their all methods of distribution.
4. Tobacco company or any business entity whose core businesses, activities or operations involve tobacco-related products.
5. Shariah non-compliant entertainment company.
6. Pork and all its by-product companies.
7. Company that offers conventional financial services that include, but not limited to interest-based lending, insurance, conventional stock brokering or credit financing services.
8. Religious entity other than the religion of Islam.
9. Company that produces and distributes idols, statues, as well as materials and places of worship other than the religion of Islam.
10. Hotel, resort or shopping mall that host mixed activities whose percentage of Shariah non-compliant activities exceeds the tolerable benchmark.
11. Company that produces weapons of mass destruction.

12. Company that offers Shariah non-compliant health and beauty activities (e.g. spas, wellness clubs etc.).
13. Any businesses, companies and institutions that may pose Shariah and reputational risk to the Bank.

15.7 Customer Service

15.7.1 You may contact our customer service team for any query, complaint and/or report through:

- i. Call : 03-2096 3000
- ii. Email – enquiry@mbsbbank.com

15.7.2 You may contact the following authorities for any dissatisfaction or complaint on MBSB Bank e-wallet:

BNMLINK

Bank Negara Malaysia
Blok D, Jalan Dato' Onn
50480 Kuala Lumpur

BNMTELELINK

Jabatan Komunikasi Korporat
Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur

Tel: 1-300-88-5465 (LINK)
Fax: 03-2174 1515
E-mail: bnmtelelink@bnm.gov.my

These Terms and Conditions as at 18 August 2020

MBSB BANK BERHAD (Registration No: 200501033981)(716122-P)