

## Bank Muamalat Samsung Pay Terms & Conditions

You must agree to the Issuer's Terms of Service to add this Card to Samsung Pay. The following terms and conditions apply when you add your Card to a Samsung wallet of your Eligible Device.

IMPORTANT! Prior to registering, adding, activating, and utilizing your Mobile Card in a Samsung wallet, carefully review these Terms and Conditions and the Bank Muamalat Card Cardholder Agreement ("Cardholder Agreement"). When you create, activate, and/or use Samsung Pay, the Terms and Conditions constitute a legally binding agreement between you and the Bank.

BY TAPPING THE AGREE BUTTON IN THE PAGE BELOW YOU CONFIRM THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THIS TERMS AND CONDITIONS.

The following defined terms appear in these Terms and Conditions.

1. Card means Bank Muamalat Card.
2. The term "Card Account" in the Cardholder Agreement refers to the specified account.
3. The "Cardholder Agreement" is the governing document for Bank Muamalat Card, dictating the supply and usage of your Card, subject to periodic amendments.
4. "Device Passcode" is the access passcode for your Eligible Device.
5. An "Eligible Device" is a smartphone, tablet, or other device (such as a watch) with Samsung wallet functionality, where a Mobile Card can be registered and added, as designated by us.
6. "Mobile Card" is the digital rendition of your Card that you add to the Samsung wallet on your Eligible Device.
7. A "Mobile Card Transaction" is any transaction carried out using your Mobile Card.
8. "Samsung Wallet" is a wallet application provided by a Samsung wallet Provider, installed in an Eligible Device, where your Mobile Card is added.
9. "Samsung Wallet Provider" refers to the provider of the Samsung wallet, as designated by us.
10. A "Supplementary Cardholder" is an additional cardholder mentioned in the Cardholder Agreement.
11. "You or your" pertains to the primary cardholder and/or the supplementary cardholder.
  1. Additional Terms and Conditions for the Mobile Card in Conjunction with the Cardholder Agreement
    - (a) Your Cardholder Agreement pertains to your Card, encompassing your Mobile Card as well. Any mention of the "Card" in the Cardholder Agreement also includes your Mobile Card.
    - (b) These supplementary Terms and Conditions work in conjunction with the Cardholder Agreement, collectively governing the usage of your Mobile Card. In case of any conflict between the provisions of these Terms and Conditions and those of the Cardholder Agreement concerning Mobile Card usage, these Terms and Conditions take precedence.

(c) You may be required to accept distinct terms with the Samsung wallet Provider, which regulate the registration and storage of your Card in the Samsung wallet, as well as the utilization of the Samsung wallet (including any data you furnish to the Samsung wallet Provider). The terms agreed upon with the Samsung wallet Provider do not alter or supersede these Terms and Conditions and the Cardholder Agreement.

## 2. Addition, and Activation of the Mobile Card

(a) You have the eligibility to include a digital version of your Card, known as the Mobile Card, in your Samsung wallet, provided your Card account is in good standing according to Bank Muamalat Card stipulated requirements and standards.

(b) Before incorporating the Mobile Card into your Samsung wallet, it is imperative to activate the physical Card.

(c) To add a Mobile Card to your Samsung wallet, adhere to the instructions provided by the Samsung wallet Provider, including installing the latest operating system for your Eligible Device, and complete the registration and verification process of your Samsung wallet. Please acknowledge that the Samsung wallet Provider reserves the right to refuse the addition of your Mobile Card, or to suspend, delete, or reactivate a Mobile Card within the Samsung wallet. We shall not be held responsible if you encounter any challenges in adding a Card to a Samsung wallet for any reason.

(d) Upon registering a Mobile Card in your Samsung wallet, you explicitly agree to us sending you an SMS message for verification and activation purposes, based on the mobile number registered with us. For Supplementary Card registration, the SMS message will be sent to the mobile number registered with us for the Supplementary Cardholder. In the absence of a record of your mobile number, we will be unable to send an SMS message to you. In such cases, please contact us at the number displayed on the verification screen and follow the necessary steps to verify and activate the Mobile Card.

(e) The Samsung wallet Provider may impose restrictions on the number of Mobile Cards you can add to a single Samsung wallet periodically. We may also limit the number of Eligible Devices on which the same Mobile Card can be added, and you should refer to our latest communications for updates on such limits.

## 3 Utilization of the Mobile Card

(a) You are authorized to initiate and approve transactions using your Mobile Card at locations where the Samsung wallet is accepted for payment. Please note that we assume no responsibility if any merchant declines to accept your Mobile Card.

(b) To carry out a transaction, unlock your device, launch your Samsung wallet app, and gently tap your Eligible Device on a Visa payWave or MasterCard contactless reader or terminal (referred to as "contactless reader"). Subsequently, verify your identity through biometrics or the Samsung wallet PIN, as designated by the Samsung wallet Provider.

(c) Your Mobile Card cannot be employed for cash withdrawals or over-the-counter cash advances. Additionally, it is not possible to link a Mobile Card to a bank deposits account.

## 4 Card Account and Card Limit

(a) Both the physical Card and its digital counterpart, the Mobile Card, are considered identical and share a common Card Account. (b) All transactions made with the Mobile Card will be charged to the same Card Account and will be reflected in the identical Card statement as your physical Card. No separate Card statement will be issued for Mobile Card Transactions.

(c) Access to Mobile Card-related information, including transaction history, is available through the Samsung wallet. It is important to recognize and agree that some of the displayed transactions may be authorizing transactions, which are temporary and subject to reversal (e.g., low-value authorizations for verification and pre-authorizations at locations such as petrol stations and hotels).

(d) You hereby acknowledge and accept that information pertaining to your Mobile Card displayed on your Samsung wallet may not necessarily indicate transactions that are pending processing and updating. Consequently, it should not be considered conclusive. Only Mobile Card Transactions reflected in the Card statement should be deemed as conclusive.

(e) The card limit set for the Card Account is shared between your physical Card and the Mobile Card. There will be no separate card limit assigned specifically for the Mobile Card.

#### 5 Acknowledgment of Risk and Your Responsibilities

(a) You acknowledge and assume the risk of potential losses arising from unauthorized transactions on your Mobile Card. It is your responsibility to implement security measures, as recommended by us or the Samsung wallet Provider, including:

- i. Exercising reasonable precautions to safeguard Card details and security details related to your Mobile Card, Samsung wallet, and Eligible Device (such as Device Passcode, fingerprint, and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) to prevent loss, theft, or fraudulent use.
- ii. Keeping your Mobile Card, Samsung wallet, and Eligible Device under your personal control at all times.
- iii. Not allowing anyone else to use or log on to your Eligible Device and Samsung wallet.
- iv. Not storing anyone else's fingerprint or biometric credentials in your Eligible Device.
- v. Avoiding obvious numbers as Device Passcode (such as Identity Card number, date of birth, telephone number, or easily guessed combinations) and refraining from sharing or writing down your Device Passcode close to your Eligible Device.
- vi. Avoiding the installation or launch of Samsung wallet in a smartphone or device with pirated, hacked, fake, or unauthorized applications, or where the software lockdown has been overridden (e.g., a "jailbroken" or "rooted" smartphone or device).
- vii. Regularly changing the Device Passcode and utilizing an alphanumeric code for the Device Passcode.
- viii. Reviewing and changing any easily guessed Device Passcode or one already shared with others if access has been set up through Device Passcode, fingerprint, or other biometric credentials, and deleting any fingerprint or biometric credentials that do not belong to you.
- ix. Deleting your Mobile Card from the Samsung wallet before disposing of your Eligible Device, whether selling, giving it to someone else, or passing it temporarily to someone else for servicing or repair.
- x. Deleting the Mobile Card from the Samsung wallet upon termination of your Mobile Card, as specified in Clause 10.

(b) You are entirely responsible for any disclosure of your Card Details, Device Passcode, or other security details related to your Eligible Device, Samsung wallet, and Mobile Card to any person, even if such disclosure is accidental or unauthorized. You must bear all risks and consequences of unauthorized use of your Samsung wallet and Mobile Card.

(c) You must use an Eligible Device of a type or model specified by us to register, add, and use the Mobile Card in your Samsung wallet. We reserve the right to modify the type or model or withdraw an existing type or model of Eligible Device with three days' prior notice.

(d) In order to register, add, and use your Mobile Card in your Samsung wallet, you will need an internet connection, compatible telecommunications equipment, and a mobile phone service plan (if applicable). You are responsible for any charges imposed by your mobile carrier and/or internet service provider, and you agree to be solely responsible for such fees and charges.

## 6 Loss, Theft, or Unauthorized Use

### Prompt Reporting:

(a) In the event of any loss, theft, unauthorized possession, control, or suspected use of your Mobile Card or Eligible Device, or if you believe someone else has utilized your Mobile Card or Eligible Device, or if there is a compromise in the security details of your Eligible Device, Samsung wallet, Mobile Card, or the security of your Card, Mobile Card, Samsung wallet, or Eligible Device in any manner, it is imperative to inform us immediately. You can request deactivation of your Card by contacting our Customer Service Hotline at 03-2600 5500 that will operate 24/7.

(b) If you report loss, theft, disclosure, or unauthorized use of your Mobile Card or Eligible Device in accordance with Clause 6, you will not be held liable for disputed Mobile Card transactions unless you are proven to have:

i. Engaged in fraudulent activities.

ii. Delayed in notifying the Bank promptly after discovering the loss or unauthorized use of the Mobile Card.

iii. Left the Mobile Card unattended in visible and accessible places to others, except at your residence. However, it is expected that you exercise due care in safeguarding the Mobile Card even within your residence. Or, if you voluntarily allowed another person to use the Mobile Card.

## 7 Limitation of Our Liability

(a) You recognize and agree that the Samsung wallet is provided to you by the Samsung wallet Provider on a compatible Eligible Device. We are not the provider of your Samsung wallet, and we are not responsible for delivering the Samsung wallet service to you. Our control does not extend to the Samsung wallet platform or your Eligible Device. Consequently, we are not accountable for any malfunction of the Samsung wallet or your inability to conduct transactions through the Samsung wallet. Additionally, we are not responsible for the actions or inactions of the Samsung wallet Provider or any third parties that may affect your utilization of the Samsung wallet. Any losses incurred or suffered in connection with your use or inability to use your Samsung wallet (including your Mobile Card) are not our responsibility.

(b) We are not obligated to reimburse you for unauthorized transactions if we can demonstrate that appropriate security measures, including those outlined in Clause 5(a), Clause 6(a), Clause 10 herein, or those specified in the Cardholder Agreement, were not applied.

## 8 Your Personal Data

Upon registering, adding, and utilizing the Mobile Card in your Samsung wallet, you explicitly agree and recognize that specific Card account information related to the use of the Card on your Samsung wallet

may be transmitted to and stored within your Eligible Device and/or SIM card. This information may also reside with the Samsung wallet provider and/or on the system of a third party collaborating with the Samsung wallet Provider, exclusively for Samsung wallet purposes. The Samsung wallet Provider and/or the associated third party may employ this information. We bear no responsibility and lack control over the privacy and security of the personal data and information you provide to the Samsung wallet Provider and/or the third party involved with the Samsung wallet Provider. The handling of your data is governed by the privacy policy and any agreements you may have with the Samsung wallet Provider and/or the third party associated with the Samsung wallet Provider. It is incumbent upon you to comprehend and accept the privacy policy and any agreements with the Samsung wallet Provider and/or the third party involved before registering, adding, or using the Mobile Card in your Samsung wallet.

#### 9 Fees and Charges

(a) The Mobile Card will be subject to all relevant profit/management fees, as well as the fees and charges applicable to your Card.

(b) You are responsible for covering all fees, charges, and expenses levied by any mobile phone service provider, telecommunications provider, internet service provider, retailer, or the Samsung wallet Provider concerning the addition, activation, or utilization of the Mobile Card, as well as for transactions conducted using your Samsung wallet and the Mobile Card.

#### 10 Deletion of Mobile Card

(a) You shall follow the instructions of the Samsung wallet Provider to delete your Mobile Card from the Samsung wallet should you wish to cease using the Mobile Card. Deletion of the Mobile Card will not terminate the physical Card unless you also terminate it in accordance with the Cardholder Agreement.

(b) If you are a primary Card cardholder, you cannot terminate the Mobile Card of the Supplementary Cardholder without terminating the physical Supplementary Card.

(c) If you are a primary Mobile Card cardholder:

i. termination of primary physical Card will automatically terminate the primary Mobile Card and supplementary Mobile Card(s) (if any);

ii. deletion of primary Mobile Card from the Samsung wallet will not automatically delete any supplementary Mobile Card(s) from the Samsung wallet.

(d) We have the rights to suspend, freeze or terminate your physical Card under the Cardholder Agreement. These rights will be extended to your Mobile Card. Your Mobile Card will be suspended, frozen or terminated at the same time if your physical Card is suspended, frozen or terminated under the Cardholder Agreement. You agree that we will not be liable to you or any third party for any suspension, freezing or termination of your use of any physical Card or Mobile Card.

(e) We will also have the right to suspend, freeze or terminate the use of a Mobile Card if your Samsung wallet has been suspended, frozen or terminated by the Samsung wallet Provider for any reason, or if you have made a report to us under Clause 6(a).

(f) Upon termination of Mobile Card whether by you or by us, you must delete the Mobile Card from your Samsung wallet based on the instructions provided by the Samsung wallet Provider. You should contact the Samsung wallet Provider if you have any question on how to delete the Mobile Card or the Samsung wallet from your Eligible Device.

(g) You are responsible for all Mobile Card Transactions whether or not authorized by you unless and until you have deleted the Mobile Card from your Samsung wallet and Eligible Device upon termination.

(h) Deletion of the Mobile Card on its own will not affect the physical Card which will continue to be governed by the Cardholder Agreement.

#### 11 Modification of these Terms and Conditions

We reserve the right to modify these Terms and Conditions periodically, providing a 21-day notice. Unless your Mobile Card is deleted from the Samsung wallet and the Eligible Device in accordance with Clause 10 before the effective date of the variation, you will be obligated by the revised terms.

#### 12 Governing Law, Jurisdiction, and Version

- (a) The interpretation and application of these Terms and Conditions are governed by the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia (BNM), Shariah Advisory Council of BNM and other relevant bodies and authority in force from time to time.
- (b) The Terms and Conditions are subject to all prevailing provisions of the Personal Data Protection Act (PDPA) 2010, Islamic Financial Services Act 2013 (“IFSA”) and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“AMLA”).

(c) You acknowledge and accept the exclusive jurisdiction of the courts of Malaysia.

#### 13 General Inquiries

For any inquiries or concerns regarding your Card, kindly reach out to us 03-2600 5500 that will operate 24/7. If your inquiry or concern pertains to the Samsung wallet, please contact the Samsung wallet Provider using the provided contact information.