

BML Internet Banking & BML Mobile Banking

Terms & Conditions



Contents

1.	Features and Benefits of BML Internet Banking and BML Mobile Banking	4
2.	Definitions and Interpretation	6
3.	Getting Started Using BML Internet Banking and BML Mobile Banking	9
4.	Features and Benefits of Transfers	10
5.	Features and Benefits of Payments	10
6.	Features and Benefits of BillPAY	10
	6.1 Getting started using BillPAY	10
7.	Significant Risks Associated with BML Internet Banking, BML Mobile Banking and BillPAY	11
	7.1 Liability for BML Internet Banking and BML Mobile Banking usage	11
	7.2 Use of non-BML third party aggregation services	11
	7.3 Spyware	12
8.	General	12
	8.1 Your Use to be in Accordance with these Terms and Conditions	12
	8.2 Changes to Functionality	12
	8.3 Access Authority	12
	8.4 Products and Services Accessed Online	12
	8.5 Privacy	13
	8.6 Your E-mail address:	13
9.	Access	13
	9.1 Our Reliance and Authority	13
	9.2 Nominees may incur Fees and Charges	14
	9.3 Misuse of Password	14
10.	Security	14
	10.1 What You Need To Do	14
	10.2 Protecting Access Codes and Security Tokens	14
	10.3 What you must do if you suspect a breach of security of the Access Code or Security Tokens	15
11.	Status and availability of Information	15
12.	Liability	16
	12.1 When you will be liable for operations conducted through BML Internet Banking and BML Mobile Banking:	16
	12.2 When you are not liable:	16
	12.3 When we are not liable:	16
	12.4 Non-excludable Warranties and Conditions	17
13.	Availability and Variation to these Conditions Including Fees and Charges	17
	13.1 Accessing the Terms and Conditions	17

13.2 Notifications and notifications on changes and amendments to the Terms and Conditions	17
13.3 Continued Use is Acceptance of Change	17
14 Fees and Charges	17
14.1 Transaction Fees	17
14.2 Notice of Fees	18
14.3 Accounts for Payment of Fees and Charges	18
15. Termination	18
15.1 Termination by You	18
15.2 Termination by Us	18
15.3 Suspension	18
16 Value Limits and Cut Off Times	18
16.1 Imposition and Variation	18
16.2 When we may do this	18
16.3 Impact of change to Value Limits	18
16.4 Cut Off Times	19
16.5 Variation of Cut Off Times	19
17. Payments	19
17.1 General	19
17.2 One Time Password / Verification	19
17.3 Future Dated Payments	19
18. Standing Orders	19
19. International Transfers	20
20. EFT Guidelines	21
20.1 Stop payment of pre-authorized EFT	21
20.2 Our service approach	22
20.3 If you have a complaint	22
21. BML Internet Banking and BML Mobile Banking Security Advice	22

Terms and Conditions

The following Terms and Conditions govern your use of the BML Internet Banking® and BML Mobile Banking® service offered by Bank of Maldives Plc, 11 Boduthakurufaanu Magu, Male' 20094, Republic of Maldives. By using BML Internet Banking and BML Mobile Banking, you agree to these Terms and Conditions. You may print this document for your files or you can request a copy by postal mail by calling our Contact Centre at (+960) 333 0200 or sending an SMS to (+960) 799 0200 / (+960) 999 0200, available 24 hours a day, 7 days a week.

1. Features and Benefits of BML Internet Banking and BML Mobile Banking

BML Internet Banking is a secure, convenient and easy-to-use service to access your Accounts with Bank of Maldives, 24 hours a day, 7 days a week; which lets you carry-out banking at any time and place that suits you. By using BML Internet Banking, you will be able to:

- Check your Bank of Maldives Account balances.
- View your Account and Credit Card history.
- View your transaction details.
- Make Transfers from your Current, Savings or Credit Card Account (Transfers from Credit Cards will be treated as Cash Advance transactions) to your own and third party Bank of Maldives Current and Savings Accounts.
- Make Payments from your Current or Savings Accounts to your own and third party Bank of Maldives Loan Accounts.
- Make Payment from your Current or Savings Account to your own and third party Bank of Maldives Credit Card Account.
- Top-up from your Current and Savings Account to your own and third party Bank of Maldives MasterCard Prepaid Card.
- Make Domestic Transfers from your Current and Savings Account to Account held at other banks in Maldives.
- Make International Transfers from your Current and Savings Account to Accounts held at banks outside of the Maldives.
- Make Transfers from your Current and Savings Account to all Bank of Maldives Accounts (Current, Savings and Loan) and Cards (Credit and Prepaid) using QuickPay without creating contact.
- Pay bills using BillPAY®.
- Retrieve Credit Account Holder name and Account Currency of Accounts while processing QuickPay and adding Accounts as Contacts.
- Save and Print receipt of transactions processed through BML Internet Banking.
- Define nominees with different access levels.
- Send and receive Bank Mail to and from Bank of Maldives.
- Arrange for regular periodic payments (Standing Orders).

-
- Request for issuance of new Cheque Book.
 - Request for Stop Cheque Payment.
 - Request for copy of your last Account Statement.
 - Recharge your Prepaid Mobile Phone.

BML Mobile Banking is a secure, convenient service to access your Accounts with Bank of Maldives via mobile device, 24 hours a day, 7 days a week; which lets you carry out banking at any time and place that suits you. BML Mobile Banking does not support dual authorization. With BML Mobile Banking you will be able to;

- Check your Bank of Maldives Account balances.
- View your Account and Credit Card history.
- View your transaction details.
- Make Transfers from your Current, Savings or Credit Card Account (Transfers from Credit Cards will be treated as Cash Advance transactions) to your own and third party Bank of Maldives Current and Savings Accounts.
- Make Payments from your Current or Savings Accounts to your own Bank of Maldives Loan Accounts.
- Make Payment from your Current or Savings Account to your own Bank of Maldives Credit Card Account.
- Top-up from your Current and Savings Account to your own Bank of Maldives MasterCard Prepaid Card.
- Make Domestic Transfers from your Current and Savings Account to Account held at other banks in Maldives.
- Make International Transfers from your Current and Savings Account to Accounts held at banks outside of the Maldives.
- Pay bills using BillPAY® from BML Internet Banking. (Established contacts from BML Internet Banking).
- Recharge your Prepaid Mobile Phone.
- Save and Share receipt of transactions processed through BML Internet Banking and BML Mobile Banking.
- Contact Bank of Maldives.
- View Currency Exchange table.
- View ATM and Branch locations.

2. Definitions and Interpretation

For the purpose of these Terms and Conditions:

“Access Authority” refers to person(s) authorised by a Business Customer through Application Form to access and operate BML Internet Banking and BML Mobile Banking of that Business Customer’s Account;

“Access Codes” means your Login ID and Password, provided to you at initial login by the Bank. These enable the User to gain access to or use BML Internet Banking and initial login of BML Mobile Banking.

“Access Level” refers to approval bands authorised by a Customer through Application form for nominee(s) to operate BML Internet Banking or BML Mobile Banking of that Customer’s Account;

“Account Authority” refers to person(s) authorised by a Customer through Application Form to access and operate Accounts opened in the name of that Customer at Bank of Maldives;

“Account Holder(s)” means the individual person(s) or a company in whose name an Account with the Bank of Maldives is registered and who is responsible for all transactions on the Account;

“Application Form” means a form in which an Account Holder may subscribe for BML Internet Banking and where a Business Customer may, if required, nominate Nominees to have prescribed levels of access to the Business Customer’s Accounts through the Nominees’ own Login ID and Passwords, and where a Business Customer may also request Dual Authorisation;

“Authoriser(s)” means the Nominee(s) to whom a Business Customer has given authority to approve a BML Internet Banking operation, such as Payment, after it was initiated by an Initiator;

“Bank” or **“the Bank”** means Bank of Maldives Plc and its subsidiaries;

“Banking Business Day” refers to any day in the Republic of Maldives on which banks are open for business, which specifically excludes weekends, public holidays and bank holidays;

“Bank Mail” refers to mails sent through Messages from BML Internet Banking;

“Bank of Maldives” means Bank of Maldives Plc, duly registered in the Republic of Maldives as a licensed banking institution under registration number C-22/1982, having its Head Office at 11, Boduthakurufaanu Magu, Malé 20094, Republic of Maldives;

“Beneficiary” refers to recipient of funds sent through BML Internet Banking and BML Mobile Banking;

“Biller” means an organisation participating in BillPAY and wishing to receive Payments via BillPAY;

“BillPAY” means an electronic payment scheme, whereby an Account Holder may be able to make Payments to Billers;

“BML Internet Banking” is a service provided by Bank of Maldives whereby an Account Holder or Nominee can use a computer or other device to connect to the Bank of Maldives via the Internet and obtain information about the Account Holder’s Bank of Maldives Accounts, and carry out a range of transaction;

“BML Mobile Banking” is a service provided by Bank of Maldives, whereby an Account Holder can use a mobile device to connect to Bank of Maldives and obtain information about the Account Holder’s Accounts held at Bank of Maldives, and carry out a range of transactions;

“Business Customer” refers to an Account Holder that is a company, organisation or a firm who uses BML Internet Banking as a business, who may also require Dual Authorisation functions;

“Cash Advance” means transfers processed from your Credit Card Account to any BML "Current or Savings Account;

“Channel” refers to methods of delivery for One Time Password / Verification. Options currently in operation for One Time Password / Verification delivery are SMS, Email and Security Token;

“Customer(s)” mean person(s) using any Product(s) of the Bank;

“Domestic Transfer” refers to the transfer of value or monies from a Bank of Maldives Account to a beneficiary bank Account held at other banks in Maldives;

“Dual Authorisation” means the process by which a Business Customer may appoint an Initiator and an Authoriser to perform certain operations under BML Internet Banking;

“EFT” means Electronic Funds Transfer pursuant to the EFT Guidelines;

“EFT Guidelines” mean the Guidelines on Consumer Protection on Electronic Funds Transfers issued by the Maldives Monetary Authority pursuant to Section 4 and Section 36 of the Maldives Monetary Authority Act 1981;

“Initiator” means the Nominee authorised by a Business Customer to initiate an operation under BML Internet Banking, where the operation also requires authorisation by an Authoriser prior to operation completion;

“International Transfer” means the transfer of value or monies from a Bank of Maldives Account to a beneficiary bank Account held outside of Maldives;

“Login ID” means a confidential alphanumeric code provided to an Account Holder or Nominee by the Bank of Maldives which must be entered with the Password to identify the Account Holder or Nominee when logging into the BML Internet Banking and BML Mobile Banking. Login ID provided by the Bank must be changed at initial login to a Login ID preferred by the User. Login ID set by customer cannot be changed further, reset requests will prompt customer to reset Password only;

“Nominee(s)” means a person(s) authorised by a Business Customer via an Application Form to operate BML Internet Banking on that Business Customer’s Account;

“One-Time Password” means a numeric security code received via preferred channel of Account Holder (Mobile, Email and Security Token) used to conduct third party transfer and payments in BML Internet Banking or BML Mobile Banking;

“Passcode” means a numeric security code set by the BML Mobile Banking user; Passcode is the optional security code that can be used to access BML Mobile Banking. You will be automatically logged out at the end of session if Passcode has not been set;

“Password” means a confidential alphanumeric containing a number of characters provided by Bank of Maldives, which may subsequently be changed by the user. Changed Password must be alphanumeric and must contain a symbol;

“Payee” refers to Billers registered at BML Internet Banking accepting BillPAY Service;

“Payment(s)” means the transfer of value or monies from an Account Holder’s Bank of Maldives Account to:

1. an Account of a third party where the third party Account is held with the Bank of Maldives, including BillPAY;
2. an Account held by the Account Holder or someone else at another bank in the Maldives or at an overseas bank that accepts such payments;
3. a Loan or Credit Card Account where the Account is held with the Bank of Maldives;

“QuickPay” is a function of BML Internet Banking whereby a Bank of Maldives Customer can transfer funds to own and third party Bank of Maldives Accounts through BML Internet Banking without adding the Customer as a Contact;

“Schedule of Charges” refers to a published document detailing fees charged for Services provided by the Bank;

“Security Token” means a physical device provided by the Bank, which generates a new random and unpredictable Token Code used to conduct third party transfer and payments. The Token is an optional device to generate One Time Passcode.

“Standing Order” refers to a Payment as defined above, excluding transfers to Accounts held at banks outside of the Maldives, and is an instruction from you to debit your Account(s) with a fixed amount on specified dates;

“Terms and Conditions” refers to these Terms and Conditions as may be amended by the Bank of Maldives from time to time at the Banks discretion;

“Token Code” is a random and unpredictable numeric generated by the Security Token which is used to conduct third party transfer and payments;

“Token Serial Number” means the unique serial number stamped onto the reverse of Security Token;

“Top up” is a function available on BML Internet Banking or BML Mobile Banking whereby a Bank of Maldives Customer can transfer funds to their Bank of Maldives MasterCard Prepaid Card through BML Internet Banking or BML Mobile Banking;

“User” means each Account Holder or Nominee to whom separate Access Codes are provided to use BML Internet Banking and BML Mobile Banking;

“User Role” refers to roles assigned by Customer to Users through Application Form specifying functions accessible for User through BML Internet Banking or BML Mobile Banking;

“Value Limit(s)” refers to the Daily limit(s) set to for Transfers and Payments processed through Customers’ BML Internet Banking or BML Mobile Banking;

“Verification” means a numeric security code received via selected channel (Mobile, Email and Security Token) used to conduct third party transfer and payments in BML Mobile Banking;

“We”, “us” or “our” means the Bank of Maldives on whose website these Terms and Conditions appear;

“You” and “your” means an Account Holder that subscribes to BML Internet Banking and BML Mobile Banking, and includes a Nominee where applicable;

Important Note: BML Internet Banking and BML Mobile Banking allows VALUE TRANSACTIONS such as payments and fund transfers to be conducted from your Accounts which are linked to the service, by use of the Login ID and other Access Codes of yourself or any Nominee(s). Some options allow funds to be transferred to third parties. Over time, new functions may also be added. Please ensure that you are satisfied for value transactions to be carried out using this service. If any new functions involving value transactions causes you concern, please advise us immediately so that we can discuss other alternatives which may suit your needs.

If there is anything in this document that you would like to clarify or know more about, simply contact us on (+960) 333 0200.

Following your registration to BML Internet Banking and BML Mobile Banking, we will set up your access to these services. By setting up your access to BML Internet Banking and BML Mobile Banking we are making an offer to you to provide you with the use of BML Internet Banking and BML Mobile Banking under the Terms and Conditions as stated in this document (which may be amended by us at our discretion). Please read this document carefully. Your access to and use of BML Internet Banking and BML Mobile Banking will be taken as your acceptance that you have read and agree to be bound by the content of these Terms and Conditions.

3. Getting Started Using BML Internet Banking and BML Mobile Banking

BML Internet Banking is a browser-based service; which means you do not need any specific software other than a compatible Internet browser. For more information on compatible Internet browsers, please refer to our website at www.bankofmaldives.com.mv

BML Mobile Banking is an application that can be downloaded to your mobile device. Existing BML Internet Banking users only need to download the application to their mobile device and use their existing BML Internet Banking credentials to login. New users need to register for BML Internet Banking which will automatically register the new user to BML Mobile Banking as well. For more information on how to download the Application, please refer to our website at www.bankofmaldives.com.mv

To register for BML Internet Banking, simply complete an Application Form and submit to any Bank of Maldives Branch. When registered, the required Access Codes will be provided to the Account Holder and any Nominee(s). If you collect the Security Token you should acknowledge receipt immediately and produce proof of your identity. You may authorize a third party in writing to collect the Security Token. You will be liable for all charges incurred by the use of BML Internet Banking and BML Mobile Banking with your credentials.

By logging into BML Internet Banking and BML Mobile Banking you are accepting these Terms and Conditions. If you do not agree to anything set out in the Terms and Conditions, you must not use BML Internet Banking and BML Mobile Banking and must request to cancel the service immediately.

4. Features and Benefits of Transfers

When using the Transfers option in BML Internet Banking and BML Mobile Banking, funds will be transferred between BML Accounts immediately. Your Account balances and transaction list will be updated automatically, with the exception of Credit Cards, where the transactions list will be updated on the following Banking Business Day.

NOTE: Transfers from a Credit Card to any other Account will be treated as a Cash Advance and will attract the standard Cash Advance Fee (please refer to the Bank of Maldives Schedule of Charges for details of Cash Advance Fee).

5. Features and Benefits of Payments

Payment is a transfer of value from your Account held with the Bank to any Bank of Maldives Account, including BillPAY where the Account is not your own or to any valid Account at any other bank in Maldives or outside of Maldives, who accepts such a payment. To conduct third party transfers and payments you need to use One Time Password/Verification code.

You must also have a valid Account to pay from. Some of the Accounts which are classified as invalid are: Fixed Deposit Accounts, Passbook Accounts, Personal Loans and Housing Loans. Please contact us if you require further details about whether your Account can be used with the Payments function.

6. Features and Benefits of BillPAY

BillPAY is a simple and convenient way to pay your bills. By using BillPAY you will be able to:

- Pay bills 24 hours a day, 7 days a week
- Schedule payment of your bill to a future date
- Choose which Account to use to pay a bill
- Obtain a receipt number

You can ask us to make payments on your behalf to Billers who wish to receive the payments through the BillPAY Scheme.

NOTE: The BillPAY Scheme cannot order a stop payment once you have instructed Bank of Maldives to make that payment.

6.1 Getting started using BillPAY

You do not need to register for BillPAY. Business Users need to login to BML Internet Banking, select “BML Payments”, choose “BillPAY” from the menu and add a BillPAY relationship by selecting a Biller from the “Add BillPAY Payee” Option.

Individual Customers need to login to BML Internet Banking, select “Contacts”, add a Contact and choose BillPay from Contact Type. Billers available for BillPAY service will be shown under “Biller” field.

While adding the BillPAY relationship you are required to provide the Consumer Account Number with the Biller, payment amount, payment frequency and next payment date (and any additional information) that is required on the add relationship form.

After adding a relationship you can also make an immediate payment by selecting the relationship from the payee list and selecting the “Make Payment” option. We will debit your nominated Account with the amount you specify.

You can schedule a BillPAY payment to a future date. Cleared funds must be available in the Account on the day the payment is scheduled. Details of BillPAY payments, including a receipt number, will appear on your Account statement.

NOTE: BillPAY relationship cannot be added via BML Mobile Banking but payments can be made to already establish relationship via BML Internet Banking.

7. Significant Risks Associated with BML Internet Banking, BML Mobile Banking and BillPAY

7.1 Liability for BML Internet Banking and BML Mobile Banking usage

Anyone who has your BML Internet Banking and BML Mobile Banking Access Codes can make transactions on your Accounts. As such, you must take special care to protect your Access Codes.

An Account Holder will be liable for operations on the Account where correct Access Codes have been used. BML Internet Banking and BML Mobile Banking Account Holders should not disclose their Access Codes to any third party including family, friends and institutions.

NOTE: Your liability for losses resulting from unauthorised transactions is set out in Clause 12 of these Terms and Conditions.

7.2 Use of non-BML third party aggregation services

If you provide your BML Internet Banking and BML Mobile Banking Access Codes to a non-BML third party aggregation service, you will be infringing our rules for Access Code Security referred to above, as such services are provided by third parties.

We are not responsible for issues arising from your use of a non-BML aggregation service, including delays in accessing information, the accuracy of the information collected or errors in the display of information through your aggregation service. We will not be liable to you for any operation carried out through a non-BML aggregation service.

NOTE: While using a non-BML aggregation service, you may not be accessing BML Internet Banking or BML Mobile Banking directly. However, you are required to access BML Internet Banking and BML Mobile Banking at regular and frequent intervals to ensure that you receive notifications of changes, including amendments to Terms and Conditions.

7.3 Spyware

If you use a computer or any mobile device that contains software, such as spyware that has the ability to compromise Access Codes and/or Account Holder information, you will be infringing our rules for Access Code Security referred to above and we will not be liable for any losses that you may suffer as a result.

8. General

8.1 Your Use to be in Accordance with these Terms and Conditions

Your use of BML Internet Banking and BML Mobile Banking is to be in accordance with these Terms and Conditions and use of BML Internet Banking and BML Mobile Banking denotes your acceptance of these Terms and Conditions.

If you apply for any Bank of Maldives Debit Card, Credit Card, Card Acceptance Service, Opening of additional bank accounts or any other product or service electronically through your BML Internet Banking and BML Mobile Banking access, the Bank will consider such application as originating from you and as legally valid; and if such application is approved by the Bank and the requested card, product or service is offered to and accepted by you, the Terms and Conditions governing the use of such card, product, or service will be valid and binding upon you.

8.2 Changes to Functionality

We may introduce, change or remove functions of BML Internet Banking and BML Mobile Banking from time to time. You agree that your use of a function will be subject to these Terms and Conditions and any other Terms and Conditions relevant to the function being accessed, even if the function is introduced or changed after you have accepted these Terms and Conditions.

You agree that a Nominee may access newly introduced or changed functions without us needing to obtain further consent from you.

8.3 Access Authority

BML Internet Banking is operated by you alone or by Nominee(s) you nominate on an Application Form. BML Mobile Banking is operated by you alone as per the Application Form. These methods of operations are independent of any other Account Authority relating to your Accounts. We are not required to consider any other Account Authority or change thereto relating to your Accounts including number of signatories.

8.4 Products and Services Accessed Online

Terms and conditions of the products and services you access online continue to apply.

8.5 Privacy

The Bank is committed to protecting confidentiality of Account Holder information.

If You:

- hold an Account together with someone else (for example a joint Account) or
- have permitted a third person to view your Account(s) as a Nominee; you are consenting to your personal and financial details to be disclosed to that person when viewing statement(s) of the Account. This may include your address details.

For additional information on how the Bank is committed to protecting the privacy and security of personal information you provide to us, please visit “Privacy” on our website www.bankofmaldives.com.mv

8.6 Your E-mail address:

We may use your E-mail address or the mail function within BML Internet Banking and BML Mobile Banking to advise you of any enhancement or changes to BML Internet Banking and BML Mobile Banking which may alter our delivery of, or your ability to use BML Internet Banking and BML Mobile Banking.

We may also use your e-mail address or the mail function within BML Internet Banking to send our regular communications to provide information on what is new and special offers on financial products and other products you may purchase on the Internet.

If you wish to receive email from us you need to keep your e-mail address current and advise us of any changes. Your e-mail address will not be shared with any organisation external to the Bank of Maldives group. It is our policy not to sell, trade, or rent your personal information to any third party.

9. Access

We will provide you or your Nominee with:

- a Login ID;
- a Password; and
- a Security Token (an optional One Time Password/Verification channel device)

9.1 Our Reliance and Authority

We are authorised by you to allow operations on your Account for which the correct Login ID and Password have been provided including access by Nominees.

Unless stated otherwise, references to time means local time in Malé, Republic of Maldives. This may include the time recorded on transaction records.

You acknowledge that, subject to the sections below dealing with when you will not be liable, you will be liable for any misuse of BML Internet Banking and BML Mobile Banking including transactions on your Accounts or any failure by a Nominee to observe these Terms and Conditions.

9.2 Nominees may incur Fees and Charges

You acknowledge that in addition to your own use, a Nominee may also incur fees and charges which you will be required to pay to us.

9.3 Misuse of Password

You acknowledge that subject to the section below dealing with when you will not be liable, you will be liable for any misuse of BML Internet Banking and BML Mobile Banking including transactions on your Accounts or any failure by a Nominee to observe these Terms and Conditions.

10. Security

10.1 What You Need To Do

You acknowledge and accept that we cannot verify by way of signature comparison or other means whether a person accessing BML Internet Banking and BML Mobile Banking, quoting correct Login ID and other Access Codes of an authorised User is actually that authorised User himself/herself.

Your Login ID and other Access Codes allow anybody using them to conduct the type of operations on an Account for which the Login ID and Access Codes provide access to, and we are authorised by you to permit such access.

You or your Nominee may change the Password periodically.

You must ensure that Access Codes are kept secure and not disclosed to anyone. Where you have authorised a Nominee to use BML Internet Banking, all Nominee(s) will be issued with their Access Codes separately. You must ensure that the Nominee(s) does not disclose his/her Access Codes to anyone.

You must ensure that all steps are taken for the protection of Access Codes and Security Tokens by yourself as well as by all Nominees authorised to access your Account, as specified in Clause 10.2.

10.2 Protecting Access Codes and Security Tokens

If you make a record of your Access Codes, you must keep it separate and well away from your computer or mobile device unless the Access Codes are reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your Account, it is best to keep your Access Codes, even if disguised, separate and well apart from your computer or mobile device. For example, you must not keep your computer and undisguised Access Codes together:

- In your office or at home in the same room
- On your mobile devices
- In any other situation where your computer or mobile device and Access Codes can be found and used

To protect your Access Codes you must:

- Try to memorize them
- Destroy any documentation we issue to you containing Access Codes
- Not write your Access Codes on your computer and mobile device, even if disguised
- Not keep a record of your Access Codes with or near your computer and mobile device

-
- Not tell anyone your Access Codes, including family members, friends and our staff
 - Not select a number or word that can easily be associated with you when changing your Access Codes, such as your date of birth, telephone number, driver's license number and so forth
 - Make sure that nobody watches you or hears you when you are entering or using your Access Codes at electronic equipment.
 - For security reasons you should endeavor to change your Access Codes at frequent interval(s).

If you make a record of your Access Codes you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise Access Codes if you only:

- Record it in reverse order
- Record it as a series of numbers with any of them marked to indicate the Access Codes
- Record the Access Codes as a telephone number with the Access Codes in its correct sequence within the telephone number
- Record the Access Codes as a telephone number where no other telephone numbers are recorded
- Disguise the Access Codes as a date or as an amount

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your Access Codes.

To protect your Security Tokens you must:

- Keep them secure and in a location where unauthorised people cannot access them
- Not write your Login ID, Password or Passcode on the Security Token
- Not keep a record of your Login ID, Password or Passcode near the Security Token

10.3 What you must do if you suspect a breach of security of the Access Code or Security Tokens

If you suspect that the security of the Access Codes or Security Tokens has been breached you must:

- Change your Access Code(s)
- Replace your Security Token
- Inform us of the suspected breach immediately by contacting (+960) 333 0200 or sending an SMS to (+960) 799 0200 / (+960) 999 0200

11. Status and availability of Information

Information available through BML Internet Banking and BML Mobile Banking concerning transactions and balances may not always be completely up to date. Although, in most cases they should at least reflect the transactions and balances of an Account up to the last Banking Business Day.

NOTE: Not all services and functions offered through BML Internet Banking and BML Mobile Banking are available at all times.

12. Liability

12.1 When you will be liable for operations conducted through BML Internet Banking and BML Mobile Banking:

Except as stated in Clause 12.2 – “When you are not liable”, you will be liable for any transaction or operation conducted through BML Internet Banking and BML Mobile Banking:

- Whenever access to BML Internet Banking and Mobile Banking correctly quotes your or your Nominee(s) Access Codes.
- If you or your Nominee(s) disclose your Password or Passcode to another person, whether intentionally or through negligence.
- You will remain liable until such time as you or the Nominee, as the case may be, notify us that the Password or Passcode may have become known to someone not entitled to know it. You will not be liable for unauthorised transactions or operations which take place after the time you notify us.

However, the Account Holder will not be liable to pay for:

- That portion of the losses incurred which exceed the balance of their Account(s), including any pre-arranged credit
- Losses incurred on any Accounts which the Account Holder and Bank of Maldives had not agreed could be accessed using BML Internet Banking and BML Mobile Banking.

12.2 When you are not liable:

You will not be liable for unauthorised operations on an Account for which the correct Access Codes are used if:

- unauthorised use took place before you or the Nominee, as the case may be, obtained the Access Codes from us; or
- unauthorised use took place after we were informed that an Access Code has been lost, stolen, or used by someone without your authorisation.

In the situations described in this sub-clause we will credit that amount to your Account, but will not be further liable to you.

12.3 When we are not liable:

Subject to Clause 12.4 – “Non-excludable Warranties and Conditions”; and our liability above to credit funds to your Account where you are not liable, we will not be liable for:

- Any party’s reliance on the information obtained through use of BML Internet Banking and BML Mobile Banking; or
- Any failure or delay of BML Internet Banking and BML Mobile Banking to provide information or perform operations requested including a failure to process a request received before a cut-off time on the same or next Banking Business Day or failure or delays caused by third parties.

-
- Any amount in excess of MVR 500.00, in any event other than our negligence, fraud or willful misconduct,
 - Indirect or special loss or damage howsoever caused, including negligence.
 - Consequential loss or damage as a result of using BML Internet Banking and BML Mobile Banking.
 - Unavailability of BML Internet Banking and BML Mobile Banking and events beyond our control such as but not limited to Internet connection.

12.4 Non-excludable Warranties and Conditions

Nothing in these Terms and Conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of any applicable legislation, the exercise of a right conferred by such a provision, or our liability for a breach of a condition or warranty implied by such a provision, where to do so is would breach the applicable legislation or is otherwise illegal.

13. Availability and Variation to these Conditions Including Fees and Charges

13.1 Accessing the Terms and Conditions

These conditions of use will be available for viewing on the BML Internet Banking login page and BML Mobile Banking Settings Tab.

13.2 Notifications and notifications on changes and amendments to the Terms and Conditions

We may vary these conditions by either providing written notice to you before a change becomes effective;

- By notice displayed on the screen; or
- Notice displayed in our branches; or
- Notice mailed to the last address ; or
- Notice mailed to the last email address registered at the Bank; or
- Notice via the mail function in BML Internet Banking.

We may adopt the above methods of giving notice anytime we are required to provide notice to you unless it is illegal to do so.

13.3 Continued Use is Acceptance of Change

Use of BML Internet Banking and BML Mobile Banking after being notified of change through any method referred to in Clause 13.2 will constitute as your acceptance of the variation.

14 Fees and Charges

14.1 Transaction Fees

Normal Transaction Fees apply to the Accounts which you access using BML Internet Banking and BML Mobile Banking.

These fees are stated in the Bank's Schedule of Charges which is available from our website www.bankofmaldives.com.mv and Branches.

14.2 Notice of Fees

Fees and charges (if any) applicable to BML Internet Banking and BML Mobile Banking will be advised to you from time to time by one of the methods referred to above in Clause 13.2 Notifications and notifications on changes and amendments to the Terms and Conditions

14.3 Accounts for Payment of Fees and Charges

You may be asked to nominate an Account held by you with us to deduct fees, charges and any taxes and government charges applicable to BML Internet Banking and BML Mobile Banking. If you do not nominate an Account we are authorised by you to debit any of your Accounts held at the Bank.

15. Termination

15.1 Termination by You

You or your Nominee(s) may terminate the use of BML Internet Banking and BML Mobile Banking at any time after notifying the Bank in writing.

15.2 Termination by Us

We may suspend or terminate your use of BML Internet Banking and BML Mobile Banking without giving you notice where we reasonably believe the access should be suspended or terminated, for example where we believe that there is a risk of fraud or security breach, or where you have not accessed BML Internet Banking and BML Mobile Banking for a lengthy period.

We may terminate your use of BML Internet Banking and BML Mobile Banking by giving written notice addressed to the last address notified by you to us; or by one of the methods referred to in Clause 13.2 dealing with variation of conditions.

15.3 Suspension

If we consider a security issue has arisen for which further inquiries are required, we may suspend your or Nominee(s) access to BML Internet Banking and BML Mobile Banking without notifying you.

16 Value Limits and Cut Off Times

16.1 Imposition and Variation

We may impose a value limit, and vary such limit, on the maximum amount you may transfer from your Account using BML Internet Banking and BML Mobile Banking.

16.2 When we may do this

Value limits may be applied anytime at the Bank's discretion.

16.3 Impact of change to Value Limits

This may also affect your ability to make a Payment using BML Internet Banking and BML Mobile Banking and may affect value limits you have authorised where your nominated value limit is higher than one we impose.

16.4 Cut Off Times

Instructions received after Cut Off times may not be processed until the next Banking Business Day. However, BML Internet Banking and BML Mobile Banking may show a change in Account balances resulting from the operation. Different cut off times apply to different instructions.

16.5 Variation of Cut Off Times

Cut Off times may be changed at the Banks discretion.

NOTE: We will advise you of long term or permanent variations to Value Limits and Cut Off Times. However, temporary changes may be brought without notice.

17. Payments

17.1 General

You may select a function allowing for Payments to be made. If you select this option you need to be aware that any Nominee(s) with value access (as nominated on the Application Form) will also be able to make Payments from your Account(s).

You must ensure that Payment details are correct. You and your Nominee(s) are responsible for providing correct Payment details including, but not limited to, amount and payee information. We have no liability to you or your Nominee(s) for any Payment made in accordance with details provided by you or your Nominee(s).

17.2 One Time Password / Verification

To make Transfers to another Bank of Maldives Account Holder or to an Account held at other bank in Maldives or to an Account Held at banks outside Maldives or set up a Standing Order through BML Internet Banking and BML Mobile Banking, you are required to enter One Time Password / Verification, which can be received through your chosen channel (Mobile, Email and Security Token). Security Token will be provided to you upon request. There are no limits applicable to use of One Time Password / Verification and the Account Holder may incur increased risk of liability for unauthorised transactions. An unauthorised person with access to One Time Password / Verification channel and the Access Codes may be able to make larger withdrawals from the Account Holder's Accounts

17.3 Future Dated Payments

You can schedule to make a BillPAY payment for future dates. Cleared funds must be available in the Account at least a day before the payment is due. A payment may not be successfully processed due to unavailability of funds or change in Account status.

18. Standing Orders

You can request for a Standing Order via BML Internet Banking.

Requests for Standing Orders received after Cut Off Times or on a non-Banking Business Day will not be processed until the next Banking Business Day. A minimum of one Banking Business Days' notice is required for Standing Orders to be processed.

If the due date for a payment falls on a non-Banking Business Day the payment may be processed on the next Banking Business Day.

If there are insufficient cleared funds in the Account to be process the Standing Order either on the day before or on the due date of the Standing Order, and no other arrangement exists at that time to allow for the Account to be overdrawn, the Bank:

- does not have to make the payment on that date; or
- may make the payment on the due date and charge an Account overdrawn fee; or
- may (but will not be obliged to) make the payment on a later date when cleared funds are available, and we may charge a fee; or
- may charge a Standing Order not-made fee.

The Bank may debit your Account for any Bank fees or government taxes or charges that apply to Standing Orders from time.

The Bank holds the right to discontinue making payments at any time, but will advise you in writing if we do so (unless we discontinue the payments because the payee or the payee's bank refuses to accept them).

You cannot modify, temporarily stop or make additional payments via the Standing Order function through BML Internet Banking. Any changes to be brought to a Standing Order processed through BML Internet Banking needs to be submitted to the Bank.

19. International Transfers

- Proceeds of International Transfers will normally be paid in the currency of the country in which the Beneficiary's Bank is located, or such other currency at their discretion.
- Unless prior arrangement is made, International Transfer charges detailed in the Bank's Schedule of Charges will be applied.
- All charges incurred outside the Maldives are for the Account of the beneficiary unless otherwise instructed.
- If "Foreign Bank Charges" are to be paid by you, it is understood that the Beneficiary's Bank would receive the full amount and it is solely at the discretion of the Beneficiary's Bank to either pay the Beneficiary net of their charges or the full amount. If the Beneficiary's Bank claims their charges, the Bank reserves the right to pay these charges by debiting your Account.
- If we are unable to send the International Transfer direct to the Beneficiary's Financial Institution nominated by you, then we may send the International Transfer through an Overseas Financial Institution of our choice.
- Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the International Transfer on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case maybe) to your Account.

-
- International Transfers are to be processed entirely at your own risk.
 - The Bank is at liberty to send International Transfer either literally or in cipher and the Bank or its Agent(s) accept no responsibility for any loss, delay, error, omission, misinterpretation or mutilation which may occur in the transmission of any message when received.
 - The Bank reserves the right to treat International Transfers received after business hours or on a non-Banking Business Day as received on the next Banking Business Day. International Transfers for same day value are subject to cut-off-time related to the geographical location of the destination.
 - In the event that an International Transfer is returned by an Overseas Financial Institution, we will credit your designated Account with the equivalent of the amount received, at our prevailing buying rate of exchange rate for that currency on the date that we credit your Account.
 - The Bank reserves the right to disclose information relating to the International Transfer, pursuant to a legal duty or responsibility.

NOTE: Bank of Maldives cannot verify Account details of Accounts held at other banks. If the details you entered prove to be incorrect, in most cases the payment (or individual credit) will be returned to your Account within 2 Banking Business Days. As this return is made by the other bank, return is not transacted through BML Internet Banking or BML Mobile Banking. You will not be notified, nor will the status of the Payment change in BML Internet Banking and BML Mobile Banking. For this reason, please take additional care when sending funds to third party Accounts. Additionally, please check your transaction lists regularly for any returned funds.

Bank of Maldives does not hold the right to reverse transactions you make in error, either in respect to Bank of Maldives or non-Bank of Maldives Accounts. Payments made in error by the customer can only be reversed by the consent of the recipient of the payment. If an amount sent by you in error is not returned automatically by the receiving bank, the Bank cannot be held liable for this transaction.

20. EFT Guidelines

The Guidelines on Consumer Protection on Electronic Funds Transfer (EFT Guidelines) issued by the Maldives Monetary Authority governs electronic funds transfer transactions to or from your Account, which are initiated by you through electronic equipment using an access method, for example, by using your Credit Card or Debit Card at ATMs and through POS terminals. It also includes the BML Internet Banking and BML Mobile Banking access method.

20.1 Stop payment of pre-authorized EFT

You have the right to stop payment of a pre-authorized EFT and to do so you should contact the Bank. If you want to stop a pre-authorized payment see the Future Dated and Standing Order sections of these Terms and Conditions regarding cut-off times and cleared funds.

20.2 Our service approach

If you have any problems or disputes with the services that we provide, we would like to hear about them. When you provide feedback, we have an opportunity to improve our service to you.

When we make a mistake or our service does not meet your expectation, please be assured that we will do all we can to find a solution for you as quickly as possible. We will take action when things go wrong because problem resolution is a priority for us.

20.3 If you have a complaint

If you think there has been a mistake in a transaction made through BML Internet Banking or BML Mobile Banking or you have another issue, please contact us and we will advise you of our dispute resolution procedure. It is your responsibility to, firstly, notify us of the situation. To do this, contact us 24 hours a day, 7 days a week, by:

Phone: (+960) 333 0200

SMS: (+960) 799 0200 / (+960) 999 0200

E-mail: customerservice@bml.com.mv

Mail: available within the BML Internet Banking service and BML Mobile Banking service.

We aim to resolve the matter when you first contact us. If we cannot resolve your issue immediately, we will commit to taking the following steps:

Step 1 – Let you know who is handling your complaint.

Step 2 – Keep you informed of what is happening.

Step 3 – Aim to resolve your complaint within 5 working days.

If you feel that your complaint has not been properly handled or resolved, please refer to our Complaint Policy available on our website (www.bankofmaldives.com.mv) to escalate the issue accordingly.

21. BML Internet Banking and BML Mobile Banking Security Advice

At Bank of Maldives, we are committed to protecting the privacy and security of our Account Holders. When you use BML Internet Banking and BML Mobile Banking, you can be confident that we employ the highest level of security to protect your Accounts and personal information.

But there are also simple things you should do to protect yourself from Internet based threats, such as 'Viruses' and 'Keyloggers'. Please familiarise yourself with the following simple security tips, and always abide by them when using BML Internet Banking and BML Mobile Banking.

- Never click on a link in an email to go to your BML Internet Banking login page. Genuine emails from Bank of Maldives do not contain any links to BML Internet Banking. Be aware that fake emails can look quite genuine, appearing as though they are from Bank of Maldives and often including Bank of Maldives logos.
- Always make sure you have the latest anti-virus and firewall protection on your computer and mobile devices. This must be updated regularly. We recommend you not to use BML Internet Banking and BML Mobile Banking until you are sure your anti-virus protection is up to date.

-
- Never provide your personal or security details, including your Access Codes, in response to any email, even if the email looks like it has come from Bank of Maldives.
 - Always access BML Internet Banking through the Bank's website by typing www.bankofmaldives.com.mv into your browser.
 - Avoid using BML Internet Banking on shared computers (e.g. at an Internet cafe) and other mobile device as you may not be able to verify the existence of proper security measures.

For further information on security advice and alerts, please visit our Security site, which can be found by clicking on the 'Security' button on the Bank of Maldives homepage.