

## BANK OF CHINA (MALAYSIA) BERHAD DEBIT CARD

### TERMS AND CONDITIONS GOVERNING THE USE OF BOCM DEBIT CARD

This Terms and Conditions govern the operation and your use of the BOCM Debit Card. It is important that you read and understand this Terms and Conditions carefully and retain them for future reference. When you acknowledge receipt of the BOCM Debit Card, sign on the Card or first use the Card, you are deemed to have read, accepted and agreed to be bound by the terms and conditions below.

#### 1. Definitions and Interpretation

1.1 The following definitions apply unless otherwise stated: -

- **Account** means saving and/or current banking account opened by the Cardholder with the Bank
- **ATM** means the Automated Teller Machines
- **Bank or BOCM** means Bank of China (Malaysia) Berhad and includes its successors-in-title and assigns
- **BOCM Student Debit Card** means debit card bearing the logo of Mastercard issued by the Bank to the Cardholders who are below age of 18 in calendar month from selected schools by invitation and which is link to the Cardholder's MYR Account.
- **BOCnet** means BOCM internet banking
- **Card** means MYR Debit Card or Dual Currency Debit Card bearing respective Card Scheme's logo issued by the Bank to the Cardholder which is link to the Cardholder's MYR Account and/or CNY Account.
- **Card-Not-Present Transaction** means a Card transaction payment where the Cardholder does not or cannot physically present the Card for the merchant's visual examination at the time that the payment for the transaction is effected. The Card-Not-Present Transaction includes and is not limited to online transactions.
- **Card Number** means number given and printed on the Card
- **Cardholder** means a customer of the Bank to whom the Card is issued to
- **Card Scheme** means international or domestic card scheme including MasterCard, UnionPay, MyDebit or other applicable card brand
- **Chip** means the microchip, integrated circuit embedded on the Card; it stores the debit card data
- **CNY** means the currency of Chinese Yuan
- **Dual Currency Debit Card** means the debit card bearing the logo of UnionPay and MyDebit issued by the Bank which is linked to the Cardholder's MYR Account and/or CNY Account
- **MasterCard** means MasterCard Worldwide; a membership corporation organized under the laws of the State of Delaware United States of America
- **Merchant** means an establishment which has agreed to accept the Card for the purchase of its goods and services by the Cardholders
- **Minor Account** means the account holder with age of 12 and before age of 18 in calendar month
- **Mobile Banking App** means the mobile banking application provided by BOCM to be downloaded from Apple App Store, Google Play or Bank of China official website onto the Cardholder's smart phone or such other electronic devices to enable the Cardholder to perform banking transaction through the internet connectivity.
- **MyDebit** is Malaysia's domestic debit card scheme, which allows point-of-sales payments using ATM cards issued by banks in Malaysia, MyDebit is a service offered by Payments Network Malaysia Sdn Bhd
- **MYR** means the currency of Ringgit Malaysia
- **MYR Debit Card** means debit card bearing the logo of Mastercard issued by the Bank which is linked to the Cardholder's MYR Account. MYR Debit Card shall include BOCM Student Debit Card.
- **Payee Corporation** means corporation(s) whose bills can be paid through the Services
- **Phone Banking** means electronic banking service through phone

- **PIN** means Personal Identification Number issued by the Bank to the Cardholder to access the Services offered through any SST, Phone Banking, POS Terminal or any other applicable electronic equipment/devices
- **Point-Of-Sale (POS)** means the place where the retail transaction is completed. It is the point at which a Cardholder makes a payment to the Merchant in exchange of goods or services
- **Services** means services offered to Cardholders through SST, POS Terminals, Phone Banking and any other applicable electronic banking services that the Bank may offer or introduce from time to time
- **SST** means Self-Service Terminals
- **Transaction** means any and all banking transactions effected through the use of the Card.
- **UnionPay** means UnionPay International (“UPI”), a bankcard association
- **Valid Thru Date** means the expiry date of the card printed on the card surface

1.2 In this Terms and Conditions, words denoting the singular shall include the plural and vice versa and reference to one gender shall include the other gender, unless the context requires otherwise.

1.3 Any reference to the Bank shall where the context permits or requires be deemed to include a reference to its successors and assigns.

## 2. Covenants by Cardholders

2.1 The Cardholder agrees to sign his/her Card as soon as he/she receives it and before using it, as a means of preventing unauthorised use of the Card.

2.2 The Cardholder shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.

2.3 The Cardholder cannot use the Card for business and / or commercial purposes which are deemed to be unacceptable by the Bank and the Bank shall be entitled to block or suspend the use of the Card for such activities. The Cardholder shall not use the Card for any other purpose, in particular, for any unlawful purpose, including but not limited to illegal online betting and payment for any illegal transaction.

2.4 The Services shall be available subject to any instructions or notifications regarding the use of the Services issued by the Bank from time to time.

2.5 The Cardholder shall make sure there are sufficient funds in his/her Account for a Transaction.

2.6 If the Cardholder's Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn plus any interest thereon which shall be calculated based on the Bank's rate, or the Current Account overdraft interest rate.

2.7 Disclosure of PIN and Lost, Theft or Unauthorised Use of the Card

The Cardholder shall take reasonable care to keep the Card safely under his/her personal control. Further a Cardholder shall not disclose the PIN to any other person and shall act in good faith, exercise reasonable care and diligence in keeping the PIN safe and secure. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card and PIN safe and secure at all times which includes:-

- a) not to disclose the Card details or PIN to any other person;
- b) not to allow any other person to use the Card and PIN;
- c) notify the Bank as soon as reasonably practicable after having discovered that the Card is lost, stolen, an unauthorized transaction had occurred or the PIN may have been compromised;
- d) notify the Bank immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorized (if any);
- e) notify the Bank immediately of any change in the Cardholder's contact number;
- f) use the Card responsibly, including not to use the Card for unlawful activity;
- g) check the Transaction history and report any discrepancy without undue delay (if any);
- h) to keep any record of the PIN separate from the Card
- i) destroy the original printed copy of the PIN (if any);
- j) never write down the PIN on the Card or on anything kept with or near the Card and anywhere which could be understood by any other person as the PIN to your Card;
- k) never write down or record the PIN without disguising it;
- l) never use any easily accessible personal information as the PIN, including but not limited to Cardholder's birth date, identity card, passport, driving licence or contact numbers; and
- m) use the Card in accordance with the procedures, instructions and/or security guidelines issued by the Bank from time to time.

2.8 In the event of loss or theft of Card, Cardholder shall inform the Bank immediately and to submit any documents as required by the Bank including but not limited to police report filed in relation to the loss or theft of his/her Card within seven (7) calendar days from the date of the loss/theft.

- 2.9 Cardholder further agrees that the Bank shall not be under obligation to verify the identity or the authority of any person giving the telephone instructions purportedly in the Cardholder's name and the Bank shall be entitled to act on such instructions and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions.
- 2.10 The use of the Card, PIN and One-time password ("OTP") shall be subject to this Terms and Conditions and all compliance with such requirements, limitations and procedures as may be imposed by the Bank and / or Card Scheme from time to time. The services, functions and facilities available through the use of the Card and PIN shall be determined, supplemented, varied, suspended or terminated by the Bank from time to time.
- 2.11 If the Cardholder uses the Card to purchase goods and / or services through online internet sites or portals, the Cardholder shall be solely responsible for the security of such use at all times, The Cardholder agrees that the entry of the Card information on the internet shall be sufficient proof of the authenticity of such instructions. The Bank shall not be under any obligation to verify the identity or such use of the Card regardless of whether the person is authorized or otherwise and regardless of the circumstances prevailing at the time of the transaction. However, the Bank reserves the discretion not to carry out any such transactions over the internet if the Bank has any reason to doubt its authenticity or if in the Bank's opinion it is unlawful or otherwise improper to do so or for any other reason.
- 2.12 Notwithstanding anything contained herein to the contrary, the Cardholder shall be fully liable for card present unauthorized transactions which require PIN verification or signature verification if the Cardholder.
- has acted fraudulently, or
  - delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Card;
  - voluntarily disclosed the PIN to another person or voluntarily allowed another person to use the Card;
  - recorded the PIN on the Card, or on anything kept in close proximity with the Card, and could be lost or stolen with the Card;
  - left the Card or an item containing the card unattended in places visible and accessible to others.
- and the Cardholder agrees to indemnify and keep the Bank fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses that may be reasonably incurred by the Bank as a result thereof.
- 2.13 Cardholder shall be held liable for any unauthorized transactions charged to his/her Card before the Cardholder notified the Bank verbally or in writing of the lost, stolen or unauthorized use of the Card.
- 2.14 The Cardholder hereby undertake and confirm that the Transaction to be effected using the Card and monies or funds to be used for the Card are not from any unlawful activities as defined under the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 ("AMLATFPUAA"). The Cardholder understand that the Bank may be obliged under AMLATFPUAA and/or other laws and regulations to report certain transactions to Bank Negara Malaysia and/or other relevant authorities and the Cardholder hereby consent to the same and agree that the Bank, its officers and employees shall be under no liability for making such reports.
- 2.15 The Card is the property of the Bank and the Bank is entitled at any time at its absolute discretion to terminate the Card or suspend its use or otherwise refuse any Transaction upon the happening of any of the following events :
- The Cardholder used the Card for any unlawful activity; or
  - The Cardholder is adjudged a bankrupt or is insolvent or dies or becomes mentally unsound; or
  - The Cardholder fails to comply with any of the provisions set out in this Terms and Conditions; or
  - Any of the Cardholder's real or personal property is the subject of a levy of execution, writ of attachment, or other legal encumbrance; or
  - The Cardholder is in breach any laws and regulations.
- 2.16 Notwithstanding anything to the contrary contained herein, the Bank has the absolute right to terminate the Card for whatever reason(s) which may include court order/ injunction, bankruptcy notices or enforcement order from any regulatory authorities from time to time or when the Bank has discontinued the facilitation of the Services provided herein.
- 2.17 After the termination or suspension of the Card or the refusal of any Transaction in accordance with Clause 2.15 and 2.16 above, the Bank shall provide written notification of such termination or suspension of the Card or the refusal of any Transaction to the Cardholder. However, with respect to the discontinuation of the Services by the Bank, the Bank will give prior notification to the Cardholder of such discontinuation.
- 2.18 Other than those arising from the Bank's gross negligence, wilful misconduct or fraud, the Cardholder hereby agrees to release the Bank from all liabilities and to indemnify the Bank and hold it harmless against any claims or demands whatsoever arising directly or indirectly from the termination or suspension of the Card or refusal to effect any Transaction including any purported claim for defamation or for any losses whatsoever.
- 2.19 In the circumstances that the Card Scheme rules allow the Cardholder to request the Bank to initiate the dispute (when the dispute/chargeback right is available) subject to the complaint or dispute which has been made to the Bank by the Cardholder in writing within twenty (20) calendar days from the Transaction posting date stated in the Cardholder's Account and the Cardholder has provided the necessary information requested by the Bank to support such dispute within the requested timeframe.
- 2.20 In the event the investigations and verifications conducted by the Bank reveal that the disputed transaction was accurate, genuine and properly authorized by the Cardholder, then the Cardholder shall be liable for all the disputed transaction.
- 2.21 The Cardholder further agrees to indemnify the Bank against all other costs, expenses & charges that the Bank may incur in the verification processes of the disputed transactions.

- 2.22 If the Cardholder dispute any transactions stated in his/her history of transaction, the Bank may have absolute discretion and as deemed fit conduct any investigation regarding the disputed transaction wherein the following shall apply:
- If the Bank's investigation reveal or indicate that the Cardholder is liable for any of the disputed transaction, the Bank shall be entitled to impose any losses, costs and expenses incurred in relation to such investigation on the Cardholder as the Bank may deem fit to charge and the Bank shall be entitled at its absolute discretion to debit such charges from the Cardholder's Account without notifying the Cardholder in advance.
  - No investigation charge shall be levied in the event that the investigation revealed that the Cardholder is not liable for any of the disputed transaction.
- The Bank's findings in any investigation conducted in relation to the Card Account shall be conclusive, final and binding on the Cardholder.
- 2.23 The Card shall at any time remain as the property of the Bank. The Card shall not be used after its cancellation, termination, expiration, suspension or upon the Cardholder ceasing to be the Bank's Cardholder. The Cardholder shall visit the Bank's nearest branch to submit a written notice of such cancellation or termination and at his/her own responsibility to self destroy by cutting it in half across the chip and rendered unusable.
- 2.24 The Cardholder may request the Bank to issue a replacement or renewal Card and the Bank has the right at its absolute discretion to accept or to refuse such request without having to assign any reason whatsoever. The Bank has no obligation to issue a replacement or renewal Card automatically following its loss, stolen, expiration, suspension, termination or cancellation of the Card.
- 2.25 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Cardholder shall expressly agree that the use of the Card is at his/her own risk and shall assume all risk incidental to or arising out of the use of the Card.
- 2.26 The terms and conditions governing the Account(s) of the Cardholder with the Bank shall continue to apply.
- 2.27 The Bank will not effect any Transaction unless there is sufficient balance in the Cardholder's Account and the Bank shall not be liable for any loss or damage as a result or arising from insufficient balance in the Cardholder's Account. The account balance in the Cardholder's Account shall exclude unclear cheque(s) or remittances not received. All the Transaction will be void if the Cardholder's Account is closed or the Transaction is cancelled on or before the aforesaid transaction date.
- 2.28 The Cardholder must notify the Bank of any changes in the personal particulars, including but not limited to, NRIC number, name and address that may occur from time to time and to indemnify and hold the Bank harmless from any claims, losses, damages, costs and expenses arising from any inaccurate or incomplete details by Cardholder which are beyond the control of the Bank.
- 2.29 The Card is valid only if it is used within the Valid Thru Date. The Cardholder is obligated to and shall ensure that as soon as the Card expires, it is destroyed, by cutting it diagonally in half across the chip. The Cardholder shall visit any of the Bank's branches nationwide to apply for the replacement of new Card after the Card has expired.
- 2.30 Any complaint regarding the use of the Card shall be directed to the Card Services Centre at the communication address provided under clause 11, Customer Service Hotline of this document.
- 2.31 The Cardholder shall accept full responsibility for all Transactions made by the use of the Card and shall accept the Bank's record of transactions as binding and conclusive for all purposes and hereby authorize the Bank to debit the Cardholder's Account whether with or without the Cardholder's knowledge or authority.
- 2.32 All transactions arising from the use of the Card that is designated for Joint Accounts shall be binding on all accountholders, who are liable or responsible for the transactions. The mandate of a joint account shall not be revoked unless the Card whose mandate is to revoke is surrendered to the Bank.

### 3. Use of the Card

- 3.1 The Card is "Chip and PIN" enabled, when the Card transacts at the Chip and PIN Merchant, Cardholders are required to key in their PIN using the Merchant's PIN Pad to accomplish the Transactions and the PIN will be authenticated by BOCM authorization system.
- 3.2 The Card is valid for use by the Cardholder in Mainland China, Malaysia and/or other countries for: -
- purchase of goods and/or services from Merchant or financial institutions which used and connected to Card Scheme's point of sale system;
  - cash withdrawal effected at any ATM of the Bank or any other bank or member institution of Card Scheme worldwide; and / or
  - other card facilities or services as may be provided by the Bank from time to time.
- 3.3 When the Card is used at self-service pump (automated fuel dispenser) to pay for petrol Transactions, a specific pre-authorization amount ("Pre-Authorization Amount") will be held by the Bank from the balance in the Account. The Bank shall release the Pre-Authorization Amount and debit the actual transaction amount to the Account upon the Bank receiving proof of the actual transaction amount from the Merchant within the period of time as stipulated by applicable law, regulations, or regulatory guidelines which may vary from country to country ("Time Period"). The agreeable Pre-Authorization Amount at self-service pumps in Malaysia is set to Ringgit Malaysia Two Hundred (MYR200.00) and the Time Period for petrol Transactions in Malaysia shall be 3 working days from the transaction date.
- 3.4 When the Card is used for other pre-authorized transaction other than the petrol Transaction, a Pre-Authorization Amount determined by the Merchant will be held by the Bank from the balance in the Account. The Bank shall release the Pre-Authorization Amount and debit the actual transaction amount to the Account upon the Bank receiving proof of the actual transaction amount from the Merchant or within the time stipulated by applicable law, regulations, or regulatory guideline which may vary from time to time, whichever is applicable.

- 3.5 For the MYR Debit Card, the Cardholder is required to link it to the Cardholder's MYR Account. Whereas for the Dual Currency Debit Card, the Cardholder is required to link it to the Cardholder's MYR Account, and at the option of the Cardholder, may link it to the Cardholder's CNY Account. If Cardholder linked the Dual Currency Debit Card to his/her CNY Account: -
- all transactions in CNY will be settled in CNY and no exchange rate will be determined, in the event that the Cardholder has sufficient balances in the CNY Account; and
  - if Cardholder's CNY Account has insufficient balances, all transactions in CNY will then be settled into Malaysian Ringgit (MYR) at such exchange rate and at such times as may be determined by the respective Card Scheme at its absolute discretion plus a currency conversion mark up at the rates as stated in Clause 4.1 or such other rates as determined by the Bank from time to time or at any time.
- 3.6 For BOCM Student Debit Card, it only allows the Cardholder of the BOCM Student Debit Card to pay for goods and services through BOCM Point-Of-Sale (POS) Terminal at payment counter of selected merchants within the school premises only. Cardholder of the BOCM Student Debit Card is required to link the BOCM Student Debit Card to the Account.
- 3.7 The Bank shall be granted consent from the Cardholder to treat the Bank's record of any/all transactions effected by the use of the Card through all channels and other modes that may be introduced/ implemented from time to time as evidence of transaction properly effected by the Cardholder to be debited to the Account.
- 3.8 The Cardholder agrees that the record of BOCM of any transaction effected by the use of the Card shall be conclusive and binding on the Cardholder for all purpose.
- 3.9 The Cardholder shall be liable for all charges and advances whatsoever arising from all Transactions, whether authorized or unauthorized, effected with the Card.
- 3.10 Any overseas transactions performed via the Card will be blocked by default unless the Cardholder has opted in for the overseas transaction(s). In the event that the Cardholder has opted in for the overseas transaction(s), and the Cardholder subsequently wants to opt out or vice versa, the Cardholder may either visit BOCM's branches nationwide or contact the Bank's Customer Service Centre to change the option.
- 3.11 Any online reload / top up transaction or any payment which is not authenticated will be blocked by default unless the Cardholder has opted in for Card-Not-Present Transaction. In the event that the Cardholder has opted in for the Card-Not-Present Transaction, and the Cardholder subsequently wants to opt out or vice versa, the Cardholder may either visit BOCM's branches nationwide or contact the Bank's Customer Service Centre to change the option.
- 3.12 If the Cardholder has access to his/her Account with the use of the Card, the Transaction records or all Transactions transacted will be maintained by the Bank. The Transactions record will be presented in the Bank's Account Passbook or in the periodic statement.
- 3.13 For lost or stolen card, please visit our nearest branch or contact BOCM Customer Service Centre at +00603-20595566.
- 3.14 The balance in the Cardholder's Account which is shown by the SSTs, POS terminals, Phone Banking or any other means shall not include any Cardholder's deposit which has/have not been verified by the Bank. The unverified deposit shall not be taken into account for cheque(s) issued by Cardholder, payment or fund transfers services offered by the Bank.
- 3.15 The balance in the Cardholder's Account reported by the SSTs, POS terminals, Phone Banking and any other means shall not meant for any purpose whatsoever be taken as conclusive statement of the Cardholder's Account with the Bank.

#### 4. Overseas Transaction

- 4.1 If a Transaction is made in currency other than the MYR and CNY, the Transaction will be converted into MYR at such exchange rate and at such time as may be determined by the respective Card Scheme at its absolute discretion plus a currency conversion mark up at the following rates or such other rates as determined by the Bank from time to time or at any time at the Bank's absolute discretion by giving the Cardholder twenty one (21) days' prior notice:-

Card Scheme	Currency Conversion Mark Up
MasterCard	2.00% of the converted amount
UnionPay	1.00% of the converted amount

- 4.2 Overseas transaction is not available for BOCM Student Debit Card.

#### 5. Limits on Card Transaction

##### MYR Debit Card (excluding BOCM Student Debit Card) and Dual Currency Debit Card:

- 5.1 The default daily withdrawal limit through ATM is MYR 5,000.00/ CNY10,000.00. The Cardholder may set their preferred daily withdrawal limit to a maximum of MYR 10,000.00/CNY 20,000.00 via any Bank's branches nationwide, BOCnet or Mobile Banking App.
- 5.2 The default daily purchase limit is MYR 5,000.00/ CNY10,000.00. The Cardholder may set their preferred daily purchase limit to a maximum of MYR 10,000.00/ CNY 20,000.00 via any Bank's branches nationwide, BOCnet or Mobile Banking App.
- 5.3 The default daily fund transfer limit is MYR 5,000.00/ CNY10,000.00. The Cardholder may set their preferred daily fund transfer limit to a maximum of MYR 10,000.00/ CNY 20,000.00 via any Bank's branches nationwide, BOCnet or Mobile Banking App.

- 5.4 The default contactless limit per transaction is MYR 250.00/ CNY500.00, subject to a maximum aggregate daily contactless limit of MYR 1,000.00/ CNY2,000.00. Cardholder is required to enter PIN for contactless transaction which exceeded the contactless limit per transaction or the maximum aggregate daily contactless limit, whichever is applicable.
- 5.5 The maximum Cash Out limit via MyDebit channel is MYR 500.00 per transaction, subject to a maximum daily Cash Out limit of MYR 2,000.00.
- 5.6 For Minor Accounts, the withdrawals through ATM are subject to a maximum limit that determined by the Cardholder in accumulated total per day but shall not exceed RM100.00 per day. POS transaction, Internet Banking transaction, Phone Banking transaction are prohibited for Minor Accounts.
- 5.7 Clauses 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 are not applicable to BOCM Student Debit Card.

BOCM Student Debit Card:

- 5.8 The contactless limit per transaction is MYR 50.00, subject to a maximum aggregate daily contactless limit of MYR 100.00. Cardholder is required to enter the PIN in the event the transaction amount exceeds the aforesaid contactless limit per transaction or the maximum aggregate daily contactless limit, whichever is applicable.
- 5.9 The default/maximum daily purchase limit is MYR 1,000.00. The Cardholder may set their preferred daily purchase limit via any Bank's branches nationwide, BOCnet or Mobile Banking App.
- 5.10 The default/maximum daily ATM cash deposit limit is MYR 1,000.00. Online transaction, ATM cash withdrawal, cash deposit and transaction take place outside of school premises are not available for BOCM Student Debit Card.
- 5.11 The Bank reserves the right to amend or vary the limits under Clauses 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9 and 5.10 at any time and written notice of such amendment or variation will be communicated to Cardholder in any form or methods as the Bank may prescribe at least 21 calendar days before such amendment or variation take effect.

## 6. Fees, Charges and Other Costs and Legal Expenses

- 6.1 The Bank shall has the right to charge the Cardholder fees in respect of the Services. The Bank may change, amend or add to these fees from time to time at the Bank's absolute discretion by giving the Cardholder twenty-one (21) days' prior notice. The list of current fees and charges is displayed at the Bank's website.
- 6.2 The Bank reserves the right at its sole discretion to revise the rate of any fees and/or charges at any time and written notice of such amendment or variation will be communicated to Cardholder in any form or methods as the Bank may prescribe at least 21 calendar days before such amendment or variation take effect.
- 6.3 Cardholder agrees to pay, and authorise the Bank to debit from the Account, at any time without notifying the Cardholder in advance, all fees and charges, interests, taxes, duties or levies incurred in connection with the issuance and use of the Card, and all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce the Terms and Conditions.
- 6.4 Any applicable tax(es) payable, whether currently in force or to be implemented and chargeable by law relating to the Card shall be borne by the Cardholder.

## 7. Rights of Set-Off

- 7.1 The Cardholder agrees that the Bank is entitled to combine, consolidate and to set-off or transfer any amount from any account maintained with the Bank regardless of their maturity (if any) and whether such accounts was / were held by the Cardholder singly or jointly with another person in settlement of any outstanding amount due to the Bank by the Cardholder in connection with the Card by notifying the Cardholder at least 7 calendar days in advance on the Bank's intention to do so. The Bank may concurrently earmark the available funds in the Cardholder's deposit accounts against the monies standing to the Account upon the issuance of the notice to the Cardholder.
- 7.2 Where any set-off or consolidation undertaken by the Bank involves the conversion of one currency to another, the Bank shall be entitled without notice to make the necessary conversion at the Bank's prevailing currency exchange rate. Any loss that may arise from such conversion shall not be recoverable from the Bank.

## 8. Limitation of Liability by Bank

- 8.1 Under no circumstances shall the Bank be responsible for any loss and damages which the Cardholder may suffer or incur as a result of or otherwise relating to: -
- any use, misuse or malfunction of the Card or other devices provided by the Bank,
  - any statement, representation, communication or implication relating to or arising from any non-renewal or cancellation of the Card or any revocation, suspension or restriction of the use of the Card by the Cardholder;
  - any act or omission on the part of the Merchant howsoever caused, including but not limited to refusal by the Merchant to accept or honour the Card or any defect or deficiency in any goods or services provided by the Merchant. The Cardholder shall liaise directly with the Merchant on any claim or dispute and shall not raise dispute on any payment(s) made by the Bank from the Cardholder's Account on such claims or dispute with the Merchant and undertake not to withhold any payment to the Bank upon the occurrence of such claim or disputes with the Merchant.

- 8.2 The Bank also reserves the right to refuse in its absolute discretion any charge to the Account requested by any Merchant establishment or financial institution. Any claim or dispute the Cardholder may have against or with any Merchant establishment or financial institution shall be resolved directly between the Cardholder and such Merchant establishment or financial institution and in no circumstances shall such claim or dispute relieve the Cardholder of his/her obligations to the Bank hereunder.
- 8.3 The Bank shall not be obliged to credit the Account with refunds made by any Merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Bank have been received by the Bank.
- 8.4 The Bank shall not be liable for any unsuccessful transaction with Merchant(s) due to insufficient available balance in the Account. Cardholder shall take reasonable care to ensure that there is sufficient fund in the Account for the Card to transact successfully.
- 8.5 The Bank shall not be responsible for any indirect, consequential or incidental loss or loss of profit or opportunities or other types of loss or damage whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising.
- 8.6 In the course of providing the Card services, the Bank may communicate with or seek instructions from the Cardholder through telephone, facsimile, internet or such other method as the Bank may determine from time to time. In this connection, the Cardholder hereby consents to the Bank taking record of any such communication and/or instructions by such means and retain it for such period as it considered appropriate. The Bank shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Cardholder. Any such communication and/or instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder.
- 8.7 In the event of any proceedings which a Cardholder may bring against the Bank for any cause whatsoever such Cardholder agrees that the Bank's liability shall not exceed those amounts wrongly charged to the Account, subjected to any limitation in law and the Bank not being grossly negligent / wilful default.
- 8.8 The Bank shall not be liable to the Cardholder for any delay or failure to perform any of its obligations under these Terms and Conditions if such delay or failure is due to any reason beyond the Bank's control including but not limited to acts of God, fire, flood, lightning, earthquake or other natural disaster, industrial dispute, strikes, lockout, terrorism, riots, civil commotion, act of war, embargo, epidemic or any failure or disruption to telecommunication or electricity supply to the Bank or the Bank's computer system or any other circumstances of whatsoever nature beyond the control of the Bank. In any such event, the Bank shall not be liable to the Cardholder for any consequences, whatsoever or for any inconvenience, loss, injury or damage whatsoever suffered or incurred by the Cardholder.
- 8.9 For Dual Currency Debit Card, the payment networking is determined by the Merchants and the Bank shall not be liable for the choice of payment routing network determined by the Merchant.

## 9. Disclosure of Information

- 9.1 The Cardholder consents and authorises the Bank to collect, use, transfer, disclose and / or retain his/her information (including but not limited to personal information) in compliance with Personal Data Protection Act 2010 and Credit Reporting Agencies Act 2010 for the purposes stated in the Privacy Notice issued by BOCM (a copy of which is available at all BOCM's Branches as well as its website at [www.bankofchina.com.my/en](http://www.bankofchina.com.my/en)).
- 9.2 The Cardholder hereby declares that he/she has read, understood and agreed to be bound by BOCM's Privacy Notice and understand that the Privacy Notice may be modified or updated by BOCM from time to time and the Cardholder shall visit BOCM's website at [www.bankofchina.com.my/en](http://www.bankofchina.com.my/en) for the updated version.
- 9.3 The Cardholder consents and authorises BOCM to disclose his/her personal information or information relating to his/her Card or Account to any third parties, including but not limited to any companies within Bank of China Group, their service providers, vendors, debt collection agencies, professional advisers, industry/financial related associations, Inland Revenue Board of Malaysia ("IRBM"), Credit Reporting Agency, fraud prevention agencies, governmental agencies, other financial institutions and/or any of their respective agents and / or servants, whether located within or outside Malaysia for the purposes stated in the Privacy Notice or for any purpose as BOCM deems necessary or to facilitate the use of the Card or to process any transaction effected or to be effected through the use of the Card.
- 9.4 The Cardholder consents and authorises the Bank to collect, use, transfer, disclose and / or retain his/her sensitive personal data (e.g. religion) for the purpose of the application of the Card.
- 9.5 The Cardholder confirmed that he/she has obtained the consent of any third-party individuals including but not limited to any mandates, authorized signatories, shareholders, directors, guarantors and relatives that have/may have provided their personal information during the course of his/her relationship with BOCM. The Cardholder confirmed that he/she has informed all such parties to access BOCM's website at [www.bankofchina.com.my/en](http://www.bankofchina.com.my/en) for a copy of the Privacy Notice.
- 9.6 The Cardholder hereby agreed and authorized the disclosure of his/her personal information to BOCM and Bank of China group of companies for marketing and for promotional purposes. The Cardholder noted that if he/she wish to opt-out from the sharing of personal data with BOCM and Bank of China group of companies for marketing and promotional purposes, the Cardholder is required to walk in to BOCM's branches or email the signed opt-out letter to register his/her instruction to opt-out of the said sharing and a copy of the standard opt-out letter can be collected over the counter of any BOCM's branches.
- 9.7 The Cardholder acknowledges and agrees that the Credit Reporting Agency shall be authorized to collect/gather/search the information from any data sources and furnish such information (including any credit reports, processed information and/or other related products) to BOCM.

## 10. Notice(s)

- 10.1 All notices to the Cardholder shall be sent by ordinary post or by hand or left at the address(s) of the Cardholder given to the Bank or at the Cardholder's last known address or by advertisement in the manner as the Bank deem fit or by posting at the Bank's website.
- 10.2 Services of any notices or legal process shall be deemed to have been effected on date of delivery if made by hand or in the case of post, on the second Business Day after posting to the Cardholder at the last known address notified to the Bank or on the date of any advertisement thereof or on the date of posting of such notices at the Bank's website by the Bank.
- 10.3 Any notice or communication from the Cardholder to be given to the Bank may be sent by personal despatch, courier or by registered or ordinary mail and such notices or communications shall be deemed received when acknowledged by the Bank.

## 11. Customer Service Hotline

- 11.1 If the Cardholder wishes to contact the Bank on the products or services provided, he/she may either visit BOCM's branches or contact the Bank's Customer Service Centre at: -

Card Services Centre  
Bank of China (Malaysia) Berhad  
Ground, Mezzanine & 1st Floor, Plaza OSK  
25 Jalan Ampang  
50450 Kuala Lumpur  
Malaysia.

Email: [service.my@bankofchina.com](mailto:service.my@bankofchina.com)  
Tel : 603-2059 5566

## 12. Law and Jurisdiction

- 12.1 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Malaysia courts.

## 13. Variation of Terms and Conditions

- 13.1 The Terms and Conditions herein are not exhaustive and the Bank reserves the right to add, delete, vary or amend the Terms and Conditions at any time and from time to time at its sole and absolute discretion by giving at least 21 calendar days' notice to the Cardholders before such amendment or variation take effect. The Cardholder hereby agrees that any such additions, deletions, variations or amendments to the Terms and Conditions shall be binding on the Cardholder and be deemed to have come to the Cardholder's attention by them being displayed at the Bank and any of its branches or posted to the Cardholder at his/her last known address or advertised by any other mode which the Bank may deem fit. Any new service that may be introduced by the Bank from time to time if advertised by the Bank through the newspaper or the Bank's promotional items placed at the Bank's counter shall be deemed to have been effectively and sufficiently communicated to the Cardholder.
- 13.2 Retention or continued use of the Card after the effective date of any change of this Terms and Conditions and/or the Fees and Charges shall constitute the Cardholder's acceptance of such changes.
- 13.3 If the Cardholder does not accept the proposed change by the Bank, the only recourse available to the Cardholder is to terminate or cancel the Card in accordance with Clause 2.20.

## 14. Terms and Conditions and Privacy Notice for the Use of the Website and Online Service

- 14.1 In addition to the foregoing terms and conditions, when the Cardholder use BOCM's Website or the Online Service, the Terms of Use governing the Website and Online Service (if any) and Privacy Notice shall apply in addition to and not in substitution for any terms and conditions contained herein.

## 15. Miscellaneous

- 15.1 Other than those arising from the Bank's gross negligence, wilful misconduct or fraud, the Cardholder agrees to indemnify and keep fully indemnified the Bank against any action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred by the Bank arising from the Cardholder's use of the Card.
- 15.2 This Terms and Conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
- 15.3 No failure to act, omission or delay by the Bank to exercise or enforce any right under any terms and conditions of this Terms and Conditions shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
- 15.4 The Cardholder shall not assign any of his/her rights and/or obligations under this Terms and Conditions. The Bank may assign or transfer any of its rights and obligations under this Terms and Conditions to any third party.



- 15.5 To reinforce the Bank's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, the Bank shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Cardholder and the Cardholder's transactions for such purposes. The Cardholder confirms and understands that the Cardholder's tax status will be subject to such screening and monitoring. The Cardholder also represents to the Bank that the Cardholder has, to the best of the Cardholder's knowledge, not committed or been convicted of tax crimes.
- 15.6 The Terms and Conditions herein shall be governed by and subject to the rules, regulations from time to time issued by Bank Negara Malaysia, The Association of Banks in Malaysia, any regulators, and other relevant parties whether or not such rules, regulations and guidelines have the force of laws.
- 15.7 Each of the terms under this Terms and Conditions is distinct from one another and if at any time any one or more of the terms or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms will not thereby be affected or impaired in any way.