



TERMS AND CONDITIONS GOVERNING E-POCKET

- A. These terms and conditions (“**Terms and Conditions**”) govern e-Pocket provided by Bank of China (Malaysia) Berhad (“**the Bank**”). If you do not accept these Terms and Conditions, please do not continue with the application and registration of e-Pocket.
- B. Upon your successful application and registration of e-Pocket and by using the e-Pocket, you agree to continue to be bound by the Terms and Conditions herein which shall always be read together with the following terms and conditions:-
- a) Terms and Conditions Governing Electronic Banking Services
 - b) Terms and Conditions Governing e-Statement;
 - c) the Bank’s Privacy Policy Notice; and
 - d) All terms and conditions that the Bank may from time to time make available to You in connection with the e-Pocket. For other terms & conditions, kindly refer to www.bankofchina.com.my
- (Collectively, the “General Terms”).
- In the event of any inconsistencies between the Terms and Conditions herein and the General Terms, the Terms and Conditions herein shall prevail for the purposes of interpretation and enforcement to the extent of such inconsistencies.
- C. The Bank reserves the right to add, modify and/or delete any of the Terms and Conditions herein by giving twenty-one (21) calendar days’ prior notice to you via electronic message through Mobile Banking App or by posting at the Bank’s official website or by any other mode as the Bank deems suitable. If at any time you do not agree with any and all of the Terms and Conditions herein, you shall immediately discontinue to use the e-Pocket. If you choose to continue to use the e-Pocket, you shall be deemed to have accepted the revised Terms and Conditions accordingly.

PART A: GENERAL TERMS AND CONDITIONS GOVERNING E-POCKET

1.0 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

“**DuitNow QR**” means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow National QR Standard. The DuitNow QR service allows e-Pocket Holder to transfer a specified amount from his/her e-Pocket Account to a merchant’s or recipient’s e-Pocket Account or Current Account or Savings Account via the merchant’s or recipient’s DuitNow QR Code.

“**E-money**” refers to payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of e-money.

“**e-Pocket**” refers to the e-Money of the e-Pocket Holder which is successfully registered with the Bank that comes with e-Pocket Account, Virtual Debit Card and Mobile Banking App access.

“**e-Pocket Account**” refers to a virtual account of the e-Pocket Holder bearing account number opened and maintained with the Bank.

“**e-Pocket Holder**” refers to the persons to whom e-Pocket has successfully registered under a full name and MyKad number as the authorized user to use e-Pocket.

“**e-Statement**” means the electronic version of Statement(s) and/or Document(s) of e-Pocket Account which will be transmitted and/or made available to the e-Pocket Holder through the e-Statement facility.

“**e-Statement Facility**” means the service whereby the Bank will, at the e-Pocket Holder’s request, transmit and/or make available the Statement(s) and/or Document(s) of e-Pocket Account and/or other transaction record(s), advice(s), notice(s), document(s) and reminder(s) in electronic version to the e-Pocket Holder by either one or all of the following methods:

- a) Transmission via electronic mail; or
- b) Such other electronic medium as the Bank may designate from time to time by giving prior notice to the e-Pocket Holder.



“**Mobile Banking App**” refers to the mobile banking application provided by the Bank to be downloaded from the Apple App Store, Google Play Store, Huawei AppGallery or Bank of China official website onto e-Pocket Holder’s Mobile Device to enable e-Pocket Holder to perform banking transactions through the internet connectivity.

“**Mobile Banking services**” refers to the banking services which the Bank provide to the e-Pocket Holder via Mobile Banking App.

“**Mobile Device**” means a portable computing device such as mobile phone, smartphone, tablet computer or such other communication or electronic devices, which may be used to access the Mobile Banking App and/or e-Pocket.

“**MyKad**” means Malaysian National Registration Identity Card.

“**New-to-the-Bank customer**” refers to any individual who does not have any accounts with the Bank prior to the application and registration of e-Pocket.

“**QR Code**” means a two-dimensional barcode that can be read using the camera of a Mobile Device that is equipped with QR reader.

“**QR Payments**” refers to payments made by the e-Pocket Holder by transferring monies for the goods/services purchased from the merchant into the merchant’s account using UnionPay QR or DuitNow QR.

“**Services**” refers to the e-Pocket, Mobile Banking services and other banking services provided by the Bank from time to time to the e-Pocket Holder on such terms and conditions as may be determined solely by the Bank.

“**Statement(s) and/or Document(s) of e-Pocket Account**” means the statement of account(s) and/or document(s) issued by the Bank to the e-Pocket Holder in respect of the e-Pocket Holder’s relevant banking and/or credit facilities and/or accounts on a monthly basis or such other periodic basis as determined by the Bank.

“**SMS OTP**” refers to Short Message Service One-Time Password, an automatically generated numeric string of characters authenticates provides to you for a single transaction or login session through short message delivered to your register mobile number in the Bank’s record or last updated with the Bank.

“**The Bank**” refers to Bank of China (Malaysia) Berhad, a company registered in Malaysia and having its registered office at Mezzanine Floor, Plaza OSK, 25 Jalan Ampang, 50450 Kuala Lumpur.

“**Top Up**” means the adding of monetary value by performing fund transfer into e-Pocket Account.

“**UnionPay QR**” is a service which allows the e-Pocket Holder to make payments to a merchant for goods and services purchased from a merchant using a unique QR Codes generated by UnionPay International whereby the e-Pocket Holder will use this function to scan the merchant’s UnionPay QR Code or the Merchant to scan the e-Pocket Holder’s UnionPay QR Code for QR Payments.

“**Virtual Debit Card**” means a non-physical debit card bearing the logo of UnionPay issued by the Bank, which is linked to the e-Pocket Account.

“**You**” refers to the e-Pocket Holder or, as the case may be, any individual apply for the e-Pocket with the Bank.

1.2 INTERPRETATIONS

- a) Words refer to **singular number** includes the plural and vice versa.
- b) Words refer to **masculine gender** includes the feminine and neuter genders and vice versa.
- c) References to **persons** include any individual, firm, company, corporations, their successors in title or permitted assigns, as the case may be.
- d) Reference to **law** includes the regulation, rule, statutory instrument, byelaw or other subordinate legislation relating thereto, including any amendments thereof.

2.0 ACCEPTANCE OF E-POCKET

2.1 The acceptance of the application and registration of e-Pocket is entirely at the discretion of the Bank and the Bank shall not be bound to disclose any reasons for non-acceptance of e-Pocket sign up.

2.2 The application and registration of e-Pocket is subject to the Bank’s identification and verification through electronic Know-Your-Customer (“e-KYC”) processes and other requirements such as nationality, age.



- 2.3 You must be a Malaysian with age of eighteen (18) years and above and New-to-the-Bank Customer upon your application and registration of e-Pocket.
- 2.4 You acknowledge and agree to subscribe to Short Service Message (“SMS”) notification service from the Bank and to subscribe to Mobile Banking services upon your application and registration of e-Pocket. The SMS Notification service provided is part of Mobile Banking service, and shall be read in conjunction with the “Terms and Conditions Governing Electronic Banking Services”.
- 2.5 You acknowledge and agree to enroll for the e-Statement Facility upon your application and registration of e-Pocket. The e-Statement Facility shall be read in conjunction with the “Terms and Conditions Governing e-Statement”.
- 2.6 You agree not to disclose Mobile Banking username, password, SMS OTP to anyone. The Bank will not be held liable in whatsoever manner for any debit entry on e-Pocket arising from any unauthorized transaction. The Bank will not be held responsible for any unauthorized transaction as a result of such disclosure by e-Pocket Holder or breach of security obligations.
- 2.7 You acknowledge and agree that the Bank will link the Virtual Debit Card to your e-Pocket Account upon your successful application and registration of e-Pocket.
- 2.8 You acknowledge and agree that any Top Up or payment made from your e-Pocket Account shall not be used for any unlawful activities.
- 2.9 The Bank shall at any time be entitled to, at its discretion and without any prior notice to you, restrict the use of e-Pocket and refrain you from effecting or carrying out any transactions. You agree to release the Bank from all liability from any loss or damages that you may suffer or incur.
- 2.10 You acknowledge and agree to regularly log in to the Mobile Banking App to review your transaction history and to make sure that there have not been any unauthorized transactions.
- 2.11 The e-Pocket is not protected under Perbadanan Insurans Deposit Malaysia (PIDM).
- 2.12 The Bank shall be entitled at its absolute discretion to freeze and/or close the e-Pocket for any reason including but not limited to:
 - a) Suspicious, dishonesty, suspected fraud, illegality, criminality transactions.
 - b) The e-Pocket Holder use false identity, fictitious name or suspicious, manipulation, tampered MyKad image or any other information that was deemed fraudulent at the time of application to sign up for e-Pocket;
 - c) The e-Pocket Holder provided the Bank untrue, inaccurate, incomplete or misleading information;
 - d) If the Bank discovers that e-Pocket Holder impersonating another person;
 - e) The e-Pocket Holder acted in bad faith or with malicious intent;
 - f) The e-Pocket Holder fails to provide any additional information which the Bank may request from time to time;
 - g) e-Pocket has no monetary transaction for a continuous period of nine (9) months and the balance in the e-Pocket Account is zero.
- 2.13 The Bank shall give notice to the e-Pocket Holder to terminate or close e-Pocket but the Bank shall not be bound to disclose any reason for such termination or closure.

3.0 COVENANTS BY E-POCKET HOLDER

- 3.1 The e-Pocket Holder covenants with the Bank as follows:
 - a) Do not use the Mobile Banking App on any illegally modified devices such as jail broken device, rooted device or any device that has been altered in any way whatsoever.
 - b) That only the e-Pocket Holder who has been successfully registered with the Bank shall be entitled to use e-Pocket;
 - c) To exercise all possible care at all times to ensure the safety and confidentiality of e-Pocket Holder’s Mobile Banking username and password and will be fully liable for all transactions effected through e-Pocket.



- d) To notify the Bank promptly in writing of any changes to e-Pocket Holder's particulars provided to the Bank during the application and registration of e-Pocket and to provide any other details as the Bank may request from time to time;
- e) To comply with all other conditions for the use of e-Pocket and any conditions that may from time to time be imposed by the Bank;
- f) To use e-Pocket solely for the purpose of purchasing goods and services, bill payments, QR payments or any other transactions allowed by the Bank from time to time;
- g) Not to use e-Pocket for any business purposes and/or unlawful activities;
- h) To ensure that the total e-Pocket balance shall at all times not exceed RM5,000 or any other amount as may be determined by the Bank;
- i) To ensure that the "Top Up" amount or fund transfer into e-Pocket Account or transactions to be effected are neither obtained from any unlawful source nor related to any unlawful activities under legislations including the Financial Services Act 2013 ("FSA") & Anti-Money Laundering And Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA").
- j) Take all reasonable steps to prevent fraudulent, improper or illegal use of the e-Pocket and loss of your Mobile Device and immediately notify the Bank upon the discovery of such fraud, improper or illegal use, theft, loss, or any other occurrence of unlawful acts.
- k) The Bank will not effect any transaction unless there is sufficient balance in the e-Pocket Account and the Bank shall not be liable for any loss or damage as a result or arising from insufficient balance in the e-Pocket Account. The account balance in the e-Pocket Account shall exclude any remittances not received.

4.0 TOP UP

- 4.1 The e-Pocket Holder may top up the e-Pocket by transferring fund into the e-Pocket Account in the following manner or any other such manner which the Bank may prescribe from time to time:-
 - a) Funds transfer from third party accounts held with the Bank in any manner permitted by the Bank;
 - b) Inter-bank fund transfer from own accounts or third party accounts held with other banks;
- 4.2 The top up fund in the e-Pocket shall not be considered to have been made until the relevant fund has been received and processed by the Bank.
- 4.3 The maximum amount that e-Pocket Holder can maintain is RM5,000.00 or any other amount as may be determined by the Bank. Nevertheless, if as a result of any refund or cancellation of purchases of goods and/or services or other circumstances that the Bank permits the e-Pocket to exceed RM5,000.00 or any other amount as may be determined by the Bank, the Bank will notify the e-Pocket Holder of such excess and require the e-Pocket Holder to fully utilize such excess or redeem such excess by the way of mode of redemption within 14 days from the date of the Bank's notification.
- 4.4 The Bank reserves the right to suspend, revoke and/or block any top up into the e-Pocket which the Bank discovers and/or have been informed by any authority including but not limited to Bank Negara Malaysia, the Police or any other statutory or regulatory authorities whether local or international that such top up to be irregular, suspicious, illegal or unauthorized, and the Bank shall be entitled to take any action against the e-Pocket Holder as the Bank may deem necessary for such transaction, including blocking suspending and/or terminating the e-Pocket.

5.0 TRANSACTION

- 5.1 The Bank will not effect any Transaction unless there is sufficient balance in the e-Pocket Account and the Bank shall not be liable for any loss or damage as a result or arising from insufficient balance in the e-Pocket Account. The account balance in the e-Pocket Account shall exclude remittances not received.
- 5.2 The e-Pocket Holder shall accept full responsibility for all transactions made by the use of the e-Pocket and shall, subject to Clause 13, accept the Bank's record of transactions as binding and conclusive for all purposes and hereby authorize the Bank to debit the e-Pocket Account for all transactions performed by the e-Pocket Holder using the e-Pocket.
- 5.3 The daily, monthly and yearly transaction limit of the e-Pocket shall be RM5,000.00, RM30,000.00 and RM60,000.00 respectively ("**Transaction Limit**"). The Bank shall temporarily suspend the use of the e-Pocket if the aforesaid respective transaction limit has been reached. However, the transfer of fund into the e-Pocket is allowed provided always that the amount in the e-Pocket Account does not exceed RM5,000.00. The Bank shall not be held liable for any loss,



damage or liability that may be incurred or suffered by the e-Pocket Holder in connection with or arising from the aforesaid suspension of the use of e-Pocket due to the Transaction Limit and the e-Pocket Holder shall indemnify the Bank against any expense and/or liability which may be incurred by the Bank arising therefrom. For the purpose of this Clause, the calculation of the yearly transaction limit cycle shall be commenced on 1st January to 31st December every year.

5.4 For the purpose of this Terms and Conditions, the transaction limit of the e-Pocket stated in Clause 5.3 above refers to the combination of the transactions performed by the e-Pocket Holder via e-Pocket Account and the Virtual Debit Card.

6.0 E-POCKET HOLDER'S INSTRUCTION

6.1 The Bank may act upon any instructions which the Bank believe in good faith to be given by the e-Pocket Holder, without inquiry as to: -

- a) The identity or authority of the person giving or purporting to give such instructions; or
- b) The authenticity of such instructions notwithstanding: -
 - i. that such instructions may conflict with other instructions given by the e-Pocket Holder to the Bank; or
 - ii. any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

6.2 Save and except for instructions to (i) activate dormant account; or (ii) close the e-Pocket; or (iii) change address, contact details or other particulars of the e-Pocket Holder which shall be given in writing and in accordance with Clause 10.1, all other instructions shall be given or performed via Mobile Banking App unless otherwise informed by the Bank. Acceptance and action by the Bank of any instructions of the e-Pocket Holder may be subject to any terms and conditions determined by the Bank. Instructions given by the e-Pocket Holder shall be given at its sole risk and the Bank shall not be held liable for any loss, damage or liability that may be incurred or suffered by the e-Pocket Holder in connection therewith and the e-Pocket Holder shall indemnify the Bank against any expense and/or liability which may be incurred by the Bank therefrom;

6.3 The e-Pocket Holder shall keep the Bank indemnified against all losses, damages, claims demands, costs and all other liabilities which it may incur or suffer in consequence of it accepting and acting on such instructions except to the extent the loss arises directly from the Bank's own gross negligence, fraud or willful default.

6.4 The Bank may refuse to act on the instructions of the e-Pocket Holder if:-

- a) the Bank reasonably believes that the e-Pocket Holder did not give the Bank the instructions;
- b) the Bank reasonably suspects fraudulent activity;
- c) the e-Pocket Holder's instructions are unclear, incomplete or not in the required form;
- d) the Bank has any other valid reason for not acting on the e-Pocket Holder's instructions, which the Bank may, but is not obliged to disclose to the e-Pocket Holder.

7.0 FEES AND CHARGES

7.1 The Bank shall be entitled to impose fees and charges for any of its Services provided to the e-Pocket Holder at the rates as determined by the Bank and all such fees and charges when fall due shall be debited from the e-Pocket Account.

7.2 A list of the Bank's fees and charges for the Services, as may be imposed and/or revised by the Bank from time to time, shall be made available to the e-Pocket Holder upon request. The same can also be accessed by the e-Pocket Holder from the Bank's website at www.bankofchina.com.my

7.3 The Bank shall also be entitled to impose and deduct from the e-Pocket Account any other costs and expenses, including but not limited to legal expenses (on a solicitors client basis) which may be incurred by the Bank in connection with the e-Pocket and the Services, interest, stamp duty, commissions and taxes (including but not limited to Goods and Services Tax or such other taxes as may be imposed by the authorities) applicable.

7.4 In the event such debiting causes the e-Pocket Account to be overdrawn, interest at the Bank's prevailing rate shall be imposed on the amount due and owing by the e-Pocket Holder to the Bank.

7.5 The bank reserves the right to impose and/or vary such fees and charges from time to time by giving twenty-one (21) calendar days' prior notice to the e-Pocket Holder. At the discretion of the Bank, notice of such additions or amendments or variations may be effected in the manner prescribed in Clause 14 of these General Terms and Conditions Governing e-Pocket or such other manner as the Bank deems fit.



8.0 FREEZING OF E-POCKET

8.1 The Bank shall at any time be entitled to, at its discretion and without any prior notice to the e-Pocket Holder, restrict the use of e-Pocket or refrain from effecting or carrying out any transactions including but not limited to (1) the payment of any monies or any instructions for payment out of the e-Pocket and/or (2) deposits of monies into the e-Pocket and/or (3) to effect receipt of payment into the e-Pocket ("**Freezing of e-Pocket**") upon, but not limited to, the occurrence of any of the following events:-

- a) Upon the Bank being made aware of any report made on stolen or third party MyKad used to apply and register for e-Pocket. The e-Pocket Holder can continue to use e-Pocket after investigation is completed and to the Bank's satisfaction that e-Pocket Holder does not use stolen or third party MyKad to apply and register for e-Pocket. The Bank may at any time request e-Pocket Holder to visit nearest branch to perform the necessary verification of e-Pocket Holder's identity.
- b) Upon the Bank being notified or becoming aware that:-
 - i. an act of bankruptcy has been committed by the e-Pocket Holder;
 - ii. a petition for bankruptcy has been presented against the e-Pocket Holder;
- c) Upon the Bank being notified and/or requested by any authority including but not limited to Bank Negara Malaysia, the Police or any other statutory or regulatory authorities whether local or international ("**the Authorities**") to so refrain from performing any transactions under the e-Pocket regardless of whether the Authorities have the legal or valid authority to so request the Bank;
- d) If the Bank is suspicious of any fraudulent activities concerning the e-Pocket and/or the Bank in its sole opinion is of the view that the identity, information or MyKad provided to the Bank for e-Pocket application and registration are false and/or incorrect and/or have been tampered and/or involved misrepresentation of identity;
- e) In the event the Bank, the police and/or the Authorities conduct any investigations on any illegal transactions suspected to have been carried out through the e-Pocket, or the e-Pocket is suspected to have been misused or any fraudulent transaction is suspected to have been carried out in respect of the e-Pocket;
- f) Pursuant to any police report lodged against the e-Pocket Holder and/or in respect of the e-Pocket, by the Bank or any other person;
- g) In the event of death of the e-Pocket Holder;
- h) Upon the Bank being made aware that the e-Pocket Holder's mental capacity to manage the e-Pocket is in doubt and/ or upon the Bank's receipt of a certificate of medical report certifying that the e-Pocket Holder is of unsound mind;
- i) Upon the Bank being served with a garnishee order made in respect of the e-Pocket Holder;
- j) Upon the Bank being made aware that complaints have been made by third party with the police or other relevant authorities that the e-Pocket has been used to conduct any fraudulent transactions, deposits, scams and/or to solicit illegal deposits; and/or
- k) If a debt is due and owing by the e-Pocket Holder to the Bank, regardless of the e-Pocket Holder's capacity as a borrower, joint borrower or guarantor, to enable the Bank to exercise its right to set-off the debt owing to the Bank.
- l) If the e-Pocket Holder give the Bank untrue, inaccurate, incomplete or misleading information;

8.2 The e-Pocket Holder agree to release the Bank from all liability from any loss or damages that e-Pocket Holder may suffer as a result of the Bank's decision to refrain from effecting or carrying out any transactions.

9.0 CLOSURE OF E-POCKET

9.1 The Bank reserves the rights to close the e-Pocket or suspend, withdraw or terminate any or all services to the e-Pocket Holder.

- a) In accordance with any guidelines or rules issued by Bank Negara Malaysia or anybody/association/regulatory authority or the Bank as the Bank deems fit with prior notice to the e-Pocket Holder;
- b) With prior notice to the e-Pocket Holder if the e-Pocket is dormant for a continuous period of twelve (12) months and the balance in the e-Pocket during that period is less than the minimum requirement as stipulated by the Bank. The Bank will debit the entire balance in the e-Pocket Account as service charge.



- c) With prior notice to the e-Pocket Holder if the e-Pocket has no monetary transaction for a continuous period of nine (9) months and the balance in the e-Pocket is zero.
 - d) If e-Pocket is used for payment for any unlawful transactions or transactions that will or is in breach of the laws of Malaysia;
 - e) If in the Bank's opinion, the e-Pocket Holder do not comply with any applicable laws;
 - f) If in the Bank's opinion, the e-Pocket is not operated in a proper or regular manner;
 - g) If the e-Pocket Holder, threaten to breach or the e-Pocket Holder have breached any of these Terms and Conditions or other terms and/or conditions applicable to the e-Pocket Holder and/or the e-Pocket or any other agreement;
 - h) If the e-Pocket Holder give the Bank untrue, inaccurate, incomplete or misleading information;
 - i) If the e-Pocket Holder do not pay on time any amount due to the Bank;
 - j) If the e-Pocket Holder pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
 - k) If an event of default occurs under any other agreements or arrangements between the Bank and the e-Pocket Holder;
 - l) If an investigation by the police, authorities or regulators is pending, on-going against the e-Pocket Holder;
 - m) If the e-Pocket Holder has been charged or convicted for any criminal offences or have any criminal records;
 - n) If any report has been lodged against the e-Pocket Holder under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or other similar legislations;
 - o) If the e-Pocket Holder's whereabouts are unknown to the Bank.
- 9.3 e-Pocket Account and Virtual Debit Card will be closed and the Mobile Banking App access will be ceased concurrently upon the closure of the e-Pocket and the e-Pocket Holder may redeem the e-Pocket balance by way of the mode of redemption provided by the Bank.

10.0 INFORMATION UPDATE

- 10.1 The e-Pocket Holder shall immediately notify the Bank in writing or by completing the service request form if there is any change of address, occupation or other particulars that are given to the Bank and such notification shall be supported by any documentation as the Bank may require, and shall be effective only upon receipt of such notice by the Bank.
- 10.2 In the absence of any such written notification by the Bank of the change of address(es), all correspondence and legal process shall be deemed duly delivered or served on the e-Pocket Holder upon the same being served on the last known address(es) of the e-Pocket Holder.
- 10.3 The e-Pocket Holder undertakes to notify and furnish the Bank with relevant foreign Tax Identification Number (TIN) and/or documentary evidence within 30 days if there are any updates/changes that affect the e-Pocket Holder's tax residency/ Foreign Account Tax Compliance Act (FATCA) / Common Reporting Standard (CRS) status. The e-Pocket Holder consents and authorizes the Bank to perform any of the following, if applicable;
- a) Report or disclose all relevant information relating to or arising from the e-Pocket to Inland Revenue Board of Malaysia (IRBM) or foreign tax authorities in compliance with any tax requirements.
 - b) Withhold any applicable payment in the e-Pocket.

11.0 DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER THE FINANCIAL SERVICES ACT 2013 ("FSA") AND THE PERSONAL DATA PROTECTION ACT 2010 ("PDPA")

- 11.1 Subject to the FSA and PDPA, the e-Pocket Holder consents and authorizes the Bank to collect, process, disclose, transfer, maintain, store and retain its personal data to other entities within the BOC Group (as defined below) including its branches in Malaysia and other countries, its local and overseas subsidiaries and other external parties, including but not limited to the parties or bodies listed in clause 11.5 below.



- 11.2 The e-Pocket Holder shall read, understand and agree to be bound by the Privacy Notice issued by the Bank which is available at the Bank's branches as well as the Bank's website at www.bankofchina.com.my. The Bank may modify or update the Privacy Notice from time to time and the e-Pocket Holder shall visit the Bank's website for the latest version.
- 11.3 For the avoidance of doubt, the e-Pocket Holder agrees that the said Privacy Notice shall be deemed to be incorporated into and be read together with this Terms and Conditions.
- 11.4 The e-Pocket Holder consents and agrees to the Bank conducting credit checks and verification of information given by the e-Pocket Holder in its application and registration for the e-Pocket or application for Services, with any credit bureaus and/ or corporation set up for the purpose of collecting and providing credit or other information. The e-Pocket Holder also consents to the Bank's disclosure of its financial condition, details of the e-Pocket, e-Pocket relationship with the Bank, including credit balances to: -
- a) Government or regulatory authorities in Malaysia and elsewhere, including but not limited to Bank Negara Malaysia, Perbadanan Insurans Deposit Malaysia (PIDM), Central Credit Reference Information System (CCRIS);
 - b) Affiliates of the Bank;
 - c) Companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or its parent company, whether within or outside of Malaysia (the Bank together with its related or associated companies are collectively referred to as "**BOC Group**");
 - d) Party(ies) providing services (including but not limited to outsourcing vendors, lawyers, nominees, custodians, centralized securities depository or registrar, debt collection agents) to the Bank, whether within or outside of Malaysia;
 - e) The Bank's agents, consultants and professional advisers;
 - f) The Bank's or any of BOC Group's assignees that are permitted or required to disclose to under the laws of any country;
 - g) Any credit reporting agencies, credit reference agencies or credit bureaus;
 - h) The police or any investigating officer conducting any investigations in connection with any offence including suspected offences;
 - i) Cagamas Berhad;
 - j) Credit Guarantee Corporation Malaysia Berhad;
 - k) Any person to whom disclosure is necessary for the purpose of any legal proceedings initiated by or served on the Bank; and
 - l) Any person to whom disclosure is permitted or required by any law, regulation, governmental directive or Court Order.
- 11.5 The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to the e-Pocket Holder which are collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
- 11.6 In the event that the e-Pocket Holder choose to opt-in for the sharing of their personal data with the Bank for marketing and promotional purposes during the application and registration of e-Pocket, the Bank's employees, independent contractor, representatives, agents, and/or merchants and strategic partners are allowed to contact the e-Pocket Holder from time to time through personal visit or oral communication effected via any means of communication including but not limited to telephone calls to promote and/or market any products or services.
- 11.7 The e-Pocket Holder who had opt-in for sharing their personal data with the Bank during the application and registration of e-Pocket and subsequently wish to opt-out from the sharing of their personal data with the Bank and/or BOC Group for marketing and promotional purposes are required to walk in to the Bank's branches to register in writing with the opt-out option of the said sharing.
- 11.8 The e-Pocket Holder declares that all personal information and data set forth herein are true, accurate and are up to date and should there be any changes to any personal information or data set forth herein, the e-Pocket Holder shall notify the Bank immediately in writing.



12.0 ANTI-MONEY LAUNDERING

- 12.1 Upon the Bank's request, the e-Pocket Holder must provide and disclose to the Bank within such time prescribed by the Bank, any information which the Bank deemed necessary in order to: -
- Comply with the laws or sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or
 - Manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- 12.2 Pending the Bank's receipt of the information from the e-Pocket Holder and until such information have been verified to the Bank's satisfaction, the Bank is not obliged to proceed with any transactions.
- 12.3 The e-Pocket Holder declares and undertakes that the processing of any transactions will not breach any laws or sanctions in Malaysia or any other country. The Bank will not be liable for any loss arising from any delay or failure to process any transactions due to inadequate information and/or documentation provided by the e-Pocket Holder.

13.0 E-STATEMENT

- 13.1 The e-Pocket Holder will receive the monthly e-Statement showing the transaction history for the past one (1) month. The transaction history showing the debit and credit transactions shall include credit/debit transfer into/from e-Pocket, amount of purchases of goods and/or services, fees and charges and payments recorded by the Bank.
- 13.2 The e-Statement will be sent to the e-Pocket Holder's email address provided at the time of registration of e-Pocket.
- 13.3 The e-Statement made available on e-Pocket is free of charge.
- 13.4 The e-Pocket Holder acknowledge and agree to check all transaction history for any inaccuracies, discrepancies or errors and to make sure that there have not been any unauthorized transactions. The e-Pocket Holder shall check and verify all transactions including, without limitation, the amount and recipient information and amount of purchases of goods and/or services.
- 13.5 If the e-Pocket Holder fails to notify the Bank in writing of any errors, discrepancies, irregularities or unauthorized claims, debits or credit transactions ("Disputed Transaction") within twenty-one (21) calendar days from the date of the transactions, the records of transaction History shall be conclusive evidence that all the transaction(s) stated therein are properly carried out and all matters contained therein shall be deemed accepted by the e-Pocket Holder as true and accurate in all aspects. Any disputes on the transactions which are brought to the Bank's notice after the said twenty-one (21) calendar days shall not be entertained by the Bank.
- 13.6 Notwithstanding Clause 13.5 above, the Bank may has the 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 e-Pocket Holder 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 e-Pocket Holder as the Bank may deem fit to charge and the Bank shall be entitled to at its absolute discretion to debit such charges from the e-Pocket Account without notifying the e-Pocket Holder in advance;
 - No investigation charge shall be levied in the event that the investigation revealed that the e-Pocket Holder is not liable for any of the Disputed Transaction.

The Bank's findings in any investigation conducted in relation to the Disputed Transaction shall be conclusive, final and binding on the e-Pocket Holder.

14.0 NOTICES

- 14.1 The Bank may give any communications or notices to the e-Pocket Holder through the following modes:-
- by ordinary post, registered post or courier or by leaving at the e-Pocket Holder's last known address and shall be deemed received by the e-Pocket Holder on the 5th day from the date of posting if sent by ordinary post or registered post and on the 2nd day from the day it was sent by courier; or
 - by general notice in one major national newspaper or posted at the Bank's premises or by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website, at ATMs or other terminals under the control of the Bank and the notice shall be deemed duly delivered and received by the e-Pocket Holder and shall be deemed effective from the date of the notice;



c) or by any other mode as the Bank deems fit.

14.2 Any notices (excluding instructions which can be given via Mobile Banking App or requests that require the e-Pocket Holder to be physically presence at any of the Bank's branches to complete the service request form) from the e-Pocket Holder to the Bank shall be sent to the branch of the Bank, by ordinary post, registered post or courier or by leaving at the said branch of the Bank and shall be deemed duly delivered and received by the Bank upon acknowledged receipt of the notice by the Bank.

15.0 TAX AND RISKS

15.1 Any taxes or levies, including but not limited to goods and services tax, any other taxes now or thereafter imposed by law or required to be paid in respect of any monies payable to or to be received by the Bank shall be borne by the e-Pocket Holder and the Bank reserves the right to debit from the e-Pocket any taxes (including any withholding tax) and/or levies payable by the e-Pocket Holder.

15.2 The Bank has the right to deduct / debit any amounts due for any withholding or other tax charges payable by the e-Pocket Holder in respect of any income or interest on the amounts placed.

16.0 CIRCUMSTANCES BEYOND THE BANK'S CONTROL

16.1 The events below shall, amongst others, constitute force majeure events ("**Force Majeure Event**"):-

- a) Earthquake, fire, explosion, flood or natural disasters;
- b) Terrorism, riots, civil commotion or disturbance, war, strikes which lasts for 2 months or more;
- c) The act of any government, military or other authority (including any restrictions on currency conversion and/or transferability, requisition and/or involuntary transfer);
- d) Strike, lock-out or industrial action of any kind;
- e) Epidemic or pandemic; and/or
- f) All other events or situations which are beyond the Bank's control (including but not limited to computer breakdown or sabotage etc.)

16.2 In the event of occurrence of a Force Majeure Event, the Bank reserves its right to suspend all transactions relating to the e-Pocket and it shall not be liable to the e-Pocket Holder or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if, amongst others: -

- a) The Bank is unable to perform any of its obligation hereunder or to provide any of the Services due to a Force Majeure Events; and/or
- b) If funds credited or debited from the e-Pocket Account becomes inaccessible or diminish in value due to a Force Majeure Events.

16.3 Where any currencies in which the Bank must or instructed to make payment becomes unavailable due to restrictions on convertibility or transferability or a Force Majeure Event, the Bank may make payment in such other currency at the exchange rate as determined by the Bank.

17.0 INDEMNITY

17.1 The e-Pocket Holder shall be liable for and fully indemnify the Bank against any claims, damage, expenses, losses and costs (including legal costs on a solicitors client basis) which may be incurred and/or suffered by the Bank arising from the acceptance and/or execution of any instructions given by the e-Pocket Holder to the Bank (notwithstanding that such instructions may be fraudulent or unauthorized) or the provision of e-Pocket or any Services by the Bank to the e-Pocket Holder or as a result of any act of omission or any breach of the Terms and Conditions herein by the e-Pocket Holder or in connection with the e-Pocket or if the e-Pocket or any part thereof is frozen by any government or official authority.

17.2 When the Bank incurs liability for or at the request of the e-Pocket Holder, the Bank shall have a lien over funds, securities, monies standing to the credit of the e-Pocket, the Bank shall have the right to retain such funds, monies or any part thereof from the e-Pocket until the liability is settled.

17.3 To the extent permitted by law, the Bank shall under no circumstances be held liable for any loss of profits, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the e-Pocket Holder.



- 17.4 The e-Pocket Holder shall indemnify the Bank on all claims made against the Bank by any persons and/or all penalties, claims, damage, loss, costs and expenses (including legal costs on a solicitors client basis) which may be incurred or suffered by the Bank as a result of, amongst others, the following: -
- a) the Bank acting or executing and/or instructions given by the e-Pocket Holder
 - b) the Bank enforcing any of its rights against the e-Pocket Holder;
 - c) any error or failure in the transmission of any instructions or communications from the e-Pocket Holder to the Bank; and/or;
 - d) the Bank complying with any Court judgment or any Court Order, or any decree or directive whether or not having the force of law issued by any legally constituted tribunal body, entity or authority, arising from any Court actions or Court proceedings or from any other proceedings, actions or claims other than that of a Court and which are applicable to or directed to or in any way related to the e-Pocket Holder, and/or the e-Pocket.
- 17.5 Any certificate issued by any manager or officer of the Bank to evidence such sum to be indemnified shall be deemed to be final, conclusive and binding on the e-Pocket Holder. The Bank may in addition to any other rights which may have against the e-Pocket Holder, debit or deduct the said sum from the e-Pocket Account without giving any prior notice to the e-Pocket holder.
- 17.6 The Bank shall not be responsible and/or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment suffered by the e-Pocket Holder by reason of any delay in the Bank's performance or non-performance of any obligations of the Bank herein due to Force Majeure Event and/or causes beyond the reasonable control of the Bank including but not limited to causes such as computer, electronic, electrical system failure, malfunction or breakdown or interruption, non-supply, breakdown or failure in the supply of electricity or power for any length of time.
- 17.7 This indemnity shall remain in full force notwithstanding the termination of any Services and/or closure of any e-Pocket by the e-Pocket Holder.

18.0 SECURITY PROCEDURE

- 18.1 The e-Pocket Holder shall keep secret and shall not disclose any confidential information ("**Confidential Information**") to any persons in relation to the e-Pocket including the security details which includes but not limited to Mobile Banking App access password and personal identification number and any other forms of security details. The e-Pocket Holder shall take all reasonable steps and precautions to prevent any unauthorised or fraudulent use of the Confidential Information.

19.0 ELECTRONIC BANKING SERVICE (MOBILE BANKING)

- 19.1 The e-Pocket Holder shall use the Mobile Banking App to perform any transactions or give instructions (other than the instruction to change the e-Pocket Holder's particulars such as correspondence address or contact details) to the Bank in respect of the e-Pocket. The use of Mobile Banking App is further subject to the Bank's Terms and Conditions governing Electronic Banking Services, which is in addition to the Terms and Conditions herein.
- 19.2 In the event of any conflict between the Terms and Conditions herein and the Bank's Terms and Conditions governing Electronic Banking Services, the latter shall prevail.

20.0 GENERAL

- 20.1 The availability of the e-Pocket and/or the Services currently provided by the Bank (and/or to be provided by the Bank in the future) as well as the Terms and Conditions herein are subject to the rules, regulations and guidelines issued and/or to be issued from time to time by Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies and authorities, whether or not such rules, regulations and guidelines have the force of laws.
- 20.2 The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time. The Bank may commence proceedings against the e-Pocket Holder in Malaysia or elsewhere, irrespective of any place of residence of the e-Pocket Holder.
- 20.3 The Bank shall be at liberty to initiate, take or commence actions or proceedings or otherwise against the e-Pocket Holder in Malaysia and/or elsewhere as the Bank may deem fit and the e-Pocket Holder agrees that where any actions or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the Court of the States of Malaya or Sabah & Sarawak (as the case may be) in all matters connected with the obligations and liabilities of the parties arising hereunder.
- 20.4 The Terms and Conditions herein shall be binding upon the heirs, liquidators, receivers, representatives and successor in title of the e-Pocket Holder and are enforceable by the successors-in-title and assigns of the Bank. The e-Pocket



Holder shall not assign any of its rights and interest in the e-Pocket Account or the Services to any party without the prior written consent of the Bank. The e-Pocket Holder's obligations and liabilities herein shall remain applicable notwithstanding any changes in the constitution of the Bank by way of amalgamation, reconstruction or otherwise.

20.5 The Terms and Conditions herein together with any additions, deletions and/ or amendments which may be made thereto by the Bank from time to time shall apply to all present and future e-Pocket which the e-Pocket Holder may maintain with the Bank.

21.0 SEVERABILITY AND WAIVER

21.1 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be effected.

21.2 Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

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PART B: SPECIFIC TERMS AND CONDITIONS GOVERNING E-POCKET ACCOUNT

Part B: Specific Terms and Conditions Governing e-Pocket Account contained herein shall be read together with the Part A: General Terms and Conditions Governing e-Pocket.

1.0 FUNCTIONS

1.1 e-Pocket Account allows e-Pocket Holder to perform the following functions via the Mobile Banking App:-

- a) Account Overview
- b) Transaction history Enquiry
- c) Fund Transfer
 - i. Transfer to third party's e-Pocket Account or Current Account or Savings Account
 - ii. e-Pocket Account Top up
 - iii. DuitNow Transfer
- d) JomPay bill payment
- e) Standing Order
 - i. Fund Transfer
 - ii. Loan Repayment
 - iii. Credit Card Payment
 - iv. Hire Purchase Payment
- f) QR Payment

2.0 DORMANT ACCOUNT

- 2.1 e-Pocket Account will be considered as dormant if there are no transactions for a period of twelve (12) continuous months or such other period determined by the Bank at its discretion.
- 2.2 Once e-Pocket Account is considered as dormant, e-Pocket Holder can either reactivate the e-Pocket Account or close it at any time prior to the transfer of the credit balance to the Registrar of Unclaimed Moneys.
- 2.3 E-Pocket Holder agree that under Unclaimed Moneys Act 1965, any moneys standing credit to the e-Pocket Account which is dormant for seven (7) years including any interest accrued to the credit of the e-Pocket Account must be gazette as "Unclaimed Monies" and shall be remitted to the Registrar of the Unclaimed Moneys and thereafter the e-Pocket Account will be closed.

3.0 STANDING INSTRUCTIONS

- 3.1 Any payment or transfer of funds to be made or effected pursuant to any standing instructions to the Bank shall be subjected to such minimum balance being maintained in the e-Pocket Account as determined by the Bank from time to time.
- 3.2 In cases where e-Pocket Holder instructs the Bank to debit money from the e-Pocket Account to credit to third party's e-Pocket Account or Savings Account or Current Account, including but not limited to transactions relating to standing instructions, the Bank shall be entitled to treat each instruction from the e-Pocket Holder been authorised by the e-Pocket Holder.

4.0 TRANSFER OF FUNDS FROM E-POCKET ACCOUNT VIA ELECTRONIC BANKING SERVICES

- 4.1 In the event any funds are transferred from e-Pocket Account of the e-Pocket Holder ("**Sender's Account**") to any e-Pocket Account or Current Account or Savings Account of a third party ("**Receiver's Account**"), the amount so transferred shall be automatically debited from the Sender's Account upon completion of the transaction and shall be deemed transferred to the Receiver's Account and the e-Pocket Holder is not entitled to request the Bank to refund or return the amount so transferred to the Sender's Account for any reasons whatsoever.



PART C: SPECIFIC TERMS AND CONDITIONS GOVERNING VIRTUAL DEBIT CARD

Part C: Specific Terms and Conditions Governing Virtual Debit Card contained herein shall be read together with the Part A: General Terms and Conditions Governing e-Pocket.

1.1 For the purpose of this Part C, Specific Terms and Conditions governing Virtual Debit Card,

“**Card Details**” refers to Virtual Debit Card number, CVV number of the Virtual Debit Card and the Valid Thru Date;

“**PIN**” means Personal Identification Number of the e-Pocket Holder used to effect any transaction or instruction via UnionPay QR;

“**Valid Thru Date**” means the expiry date of the Virtual Debit Card.

1.2 The e-Pocket Holder cannot use the Virtual Debit 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 Virtual Debit Card (including UnionPay QR) 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.

1.3 The e-Pocket Holder 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.

1.4 Disclosure of PIN and Card Details or Unauthorised Use of the Card

The e-Pocket Holder shall take reasonable care to keep the Card Details and PIN safely under his/her personal control. Further, e-Pocket Holder shall not disclose the Card Details or the PIN to any other person and shall act in good faith, exercise reasonable care and diligence in keeping the Card Details and PIN safe and secure. Without limiting the generality of the foregoing, the e-Pocket Holder must take the following measures to keep the Card Details 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 Virtual Debit Card and the PIN;
- c. Notify the Bank as soon as reasonably practicable after having discovered that an unauthorised transaction had occurred, or the Virtual Debit Card Details or the PIN may have been compromised;
- d. Notify the Bank immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised (if any);
- e. Notify the Bank immediately of any change in the e-Pocket Holder’s contact number;
- f. Use the Virtual Debit Card responsibly, including not to use the Virtual Debit Card for unlawful activity;
- g. Check the transaction history and report any discrepancy without undue delay (if any);
- h. Not to keep any record of the Card Details and the PIN;
- i. Never write down the Card Details or the PIN on anything or anywhere which could be understood by any other person as the Card Details or the PIN used to perform any transaction via the Virtual Debit Card;
- j. Never write down or record the Card Details or the PIN without disguising it;
- k. Never use any easily accessible personal information as the PIN, including but not limited to birth date, identity card number, passport, driving license or contact number; and
- l. Use the Virtual Debit Card in accordance with the procedures, instructions and/or security guidelines issued by the Bank from time to time.

The use of the Virtual Debit Card, PIN and SMS 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 UnionPay international from time to time. The services, functions and facilities available through the use of the Virtual Debit Card and the PIN shall be determined, supplemented, varied, suspended or terminated by the Bank from time to time.



- 1.5 If the e-Pocket Holder uses the Virtual Debit Card to purchase goods and/or services through online internet sites or portals, the e-Pocket Holder shall be solely responsible for the security of such use at all times. The e-Pocket Holder agrees that the entry of the Card Details 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 Virtual Debit Card regardless of whether the person is authorised or otherwise and regardless of the circumstances prevailing at the time of the transactions. 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.
- 1.6 Notwithstanding anything contained herein to the contrary, the e-Pocket Holder shall be fully liable for unauthorised transactions which require PIN verification if the e-Pocket Holder:-
 - a) has acted fraudulently; or
 - b) delayed in notifying the Bank as soon as reasonably practicable after having discovered the unauthorised use of the Virtual Debit Card;
 - c) voluntarily disclosed the Card Details or the PIN to another person or voluntarily allowed another person to use the Virtual Debit Card;
 - d) recorded the Card Details or the PIN on anything or anywhere which could be understood by any other person as the Card Details or the PIN to your Card;
 - e) and the e-Pocket Holder 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.
- 1.7 e-Pocket Holder shall be held liable for any unauthorised transactions charged to his/her Virtual Debit Card before the e-Pocket Holder notified the Bank verbally or in writing of the unauthorised use of the Virtual Debit Card.
- 1.8 The Virtual Debit Card is valid only if it is used before the Valid Thru Date. The e-Pocket Holder shall be notified that the Virtual Debit Card will be automatically renewed thirty (30) days before the Valid Thru Date. The e-Pocket Holder is required to activate the Virtual Debit Card after its renewal via Mobile Banking App.
- 1.9 The Virtual Debit Card is valid for use globally by the e-Pocket Holder to:-
 - a) Purchase of goods and/or services from merchants via e-commerce;
 - b) Perform payment via UnionPay QR by linking the Virtual Debit Card to the e-Pocket Account.
- 1.10 Any overseas or card-not-present transactions will be disabled by default unless the e-Pocket Holder has opted in for the Overseas Transaction or Card-Not-Present Transactions via Mobile Banking App. In the event that the e-Pocket Holder has opted in for the Overseas or Card-Not-Present Transactions, and the e-Pocket Holder subsequently wants to opt out or vice versa, the e-Pocket Holder may change the setting via Mobile Banking App.
- 1.11 If a transaction is made in currency other than the Virtual Debit Card's billing currency which shall be Ringgit Malaysia ("**Billing Currency**"), the transaction will be converted into the Billing Currency at such exchange rate and at such time as may be determined by UnionPay International at its own discretion plus a currency conversion mark-up of 1.00% to the converted amount or such other rate as determined by the Bank from time to time or at any time at the Bank's absolute discretion by giving the e-Pocket Holder twenty one (21) days' prior notice.
- 1.12 The maximum per transaction limit and daily transaction limit of Virtual Debit Card is RM2,000.00 and RM5,000.00 respectively. For the avoidance of doubt, payment via UnionPay QR shall be deemed as a transaction performed via Virtual Debit Card.

- END -