

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 and Product Disclose Sheet herein which shall always be read together with the following terms and conditions:-
- a) e-Pocket Product Disclosure Sheet at:
<https://www.bankofchina.com.my/dam/en-my/segment/personal-banking/deposit-accounts/e-Pocket-Account/ePocket-PDS.pdf> (page 16-18);
 - b) Terms and Conditions Governing Electronic Banking Services at:
<https://www.bankofchina.com.my/dam/en-my/service/self-service/services-guide/terms-and-conditions-governing-electronic-banking-services/Terms-and-Conditions-Governing-Electronic-Banking-Services.pdf> (page 19-29);
 - c) Terms and Conditions Governing e-Statement at:
<https://www.bankofchina.com.my/dam/en-my/segment/personal-banking/other-services/terms-and-conditions-governing-e-statement.pdf> (page 30-33);
 - d) the Bank’s Privacy Policy Notice at:
<https://www.bankofchina.com.my/dam/en-my/common/PDPA-Notice-2021.pdf> (page 34-38); and
 - e) 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 entitles 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 twelve (12) 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 tempered 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 twelve (12) 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: -

- a. 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
- b. 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: -

- a. 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;
- b. 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:-

- a) 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

- b) 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.



e-Pocket Product Disclosure Sheet

<p>PRODUCT DISCLOSURE SHEET</p> <p>Read this Product Disclosure Sheet (PDS) before you decide to apply e-Pocket. Seek further clarification from Bank of China (Malaysia) Berhad if you do not understand any part of this document or the general terms.</p>	<p>Bank of China (Malaysia) Berhad</p> <p>Name of Product: e-Pocket</p>
1. What is this product about?	
<p>This product named as "e-Pocket" is an e-Wallet that allows you as a new customer to sign up with Bank of China (Malaysia) Berhad ("the Bank or BOCM") via Bank of China Mobile Banking Application ("Mobile Banking App") with the implementation of e-KYC solution, without the hassle of visiting our branch. Application of e-Pocket is available from Monday to Saturday, 8:00am - 9:50pm and Sunday, 8:00am - 7:50pm.</p> <p>Customer is advised to sign up e-Pocket using actual information including MyKad, clear image of front and back of MyKad, clear selfie image, Mobile Number, Email, correspondence address, occupation, company name. The Bank reserves the right to close or freeze e-Pocket at any time if e-Pocket Holder use false identity, fictitious name or suspicious, manipulation, tampered MyKad image or untrue, inaccurate, incomplete or misleading or fraudulent information at the time of application to sign up for e-Pocket.</p> <p>Each customer is only allowed to sign up one e-Pocket. Upon the successful application via Bank of China Mobile Banking App, you will have an e-Pocket account and a virtual debit card. e-Pocket allows you to perform banking transactions such as intra-bank and inter-bank fund transfer, DuitNow QR, JomPay bill payment. Virtual debit card is a non-physical debit card, which will be linked to your e-Pocket account and allowed you to use for online e-commerce purchase and payment via UnionPay QR code. The virtual debit card will be automatically cancelled and terminated if you close your e-Pocket with the Bank.</p> <p>Note: e-Pocket is not protected by PIDM. e-Pocket is a non-interest bearing account.</p>	
2. What do I get from this product?	
<p>Upon successfully sign-up, you will have an e-Pocket account with account number and a virtual debit card with debit card number.</p> <p>You are allowed to perform the following via e-Pocket account:</p> <ol style="list-style-type: none"> a. JomPay bill payment b. Intra-bank transfer within BOCM c. Inter-bank fund transfer via IBG and DuitNow. d. Payment via DuitNow QR code e. Standing Order <p>You are also allowed to perform the following payment via virtual debit card</p> <ol style="list-style-type: none"> f. Payment via UnionPay QR code g. E-commerce purchase 	
3. Who is eligible to apply for this product?	
<ul style="list-style-type: none"> • All Malaysian citizens, aged 18 years old and above. • New to Bank, individual customers • Subjected to the Bank's internal approval process. 	
4. What are the features of this product?	
Item	Details
e-Pocket Top Up Channel	<ul style="list-style-type: none"> • Intra-bank transfer from BOCNET/ Mobile Banking App or BOCM's ATM. • Interbank transfer from other local bank via IBG and DuitNow. <p>Note: Cash and cheque deposit are not allowed.</p>
e-Pocket Account Balance Limit	<ul style="list-style-type: none"> • Maximum balance at any time of RM5,000.00. <p>If there is circumstance the account exceeded RM5,000.00 such as merchant dispute refund transactions, customer will be notified of such excess and require to fully utilize such excess or redeem such excess by way of intra-bank or inter-bank transfer within 14 days from the date of the Bank's notification.</p> <ul style="list-style-type: none"> • e-Pocket account with zero balance will be closed after 9 months if there is no monetary activity.



e-Pocket Account Transaction Limit	<ul style="list-style-type: none"> Maximum daily accumulated debit transaction limit of RM5,000.00 Maximum monthly accumulated debit transaction of RM30,000.00 Maximum yearly accumulated debit transaction of RM60,000.00
e-Pocket Closure Channel	<ul style="list-style-type: none"> Branches of BOCM
Virtual Debit Card Brand	<ul style="list-style-type: none"> UnionPay International (UPI) – UPI is widely accepted in Mainland China and globally.
Virtual Debit Card Transaction Limit	<ul style="list-style-type: none"> Maximum transaction limit of RM2,000 per transaction Maximum daily transaction limit of RM5,000
Opt-in for Overseas Transaction and Card-Not-Present Transaction	<ul style="list-style-type: none"> Overseas transaction and card-not-present transaction are disabled by default. Activation of overseas transaction and/or card-not-present transaction setting before performing any transaction via Virtual Debit Card at any places within or outside Malaysia. When an overseas transaction and/or card-not-present transaction is performed, there is a risk of your card data being compromised or the information being used for unauthorized purchases. Please be reminded that in the case of overseas transactions, the card verification features for point of sale transactions may vary from country to country and some country/merchants may not adopt a stringent approach. Fraudulent transactions may occur if your card data is compromised. Activation or deactivation can be performed by customer via Mobile Banking App at any time.
Payment PIN	<ul style="list-style-type: none"> Virtual debit card payment PIN is required for performing payment using UnionPay QR. Hence, you are required to setup payment PIN via Mobile Banking App and always ensure the safety of your payment PIN. Do not use a PIN derived from your birth date, identity card number, mobile number or sequential numbers (such as 123456) and/or easily identifiable number combinations (such as 111111) to reduce the chance of anybody successfully guessing your PIN.
5. What are the fees and charges I have to pay?	
Type	Fee and Charges
e-Pocket account – annual fee	Free
e-Pocket account – dormant annual service fee	RM10.00
e-Pocket account and virtual debit card closure fee	Free
Fund transfer fee such as IBG/ DuitNow	Free
JomPay bill payment	Free
Standing Order	RM2
Virtual debit card issuance/ annual/ renewal/ replacement	Free
Conversion of Overseas Transactions	If a Transaction is made in Currency other than the Card's Billing Currency (MYR), the Transaction will be converted into the Card's 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 markup of 1.00% to the converted amount.



6. What are my obligations?

- You must take all reasonable precaution to prevent the disclosure of Mobile Banking APP user ID and password to other parties.
- You must check the transactions history of e-Pocket account and virtual debit card and report any discrepancy without undue delay after having discovered the discrepancy.
- You are fully liable for unauthorized transactions which require PIN verification and online one time password (OTP) if you:-
 - a. acted fraudulently;
 - b. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of your e-Pocket;
 - c. voluntarily disclosed the payment PIN to another person or voluntarily allowed another person to use your e-Pocket ;
 - d. recorded the payment PIN on anything or anywhere which could understood by any other person as the Payment PIN to your e-Pocket ;
- You shall not disclose your virtual debit card number, PIN and CVV to any other person via unsolicited emails or on any website.
- The Bank will not be liable to any losses arising from failure of customer to secure their card number, PIN and CVV.

7. What do I need to do if there are changes to my contact details?

It is important that you inform the Bank of any changes in your contact details to ensure that all correspondences reach you in a timely manner. Changes in contact details should be formally submitted in writing and duly authorized by signatories. Please visit the nearest branch of BOCM to update your contact details.

8. Where can I get assistance or lodge complaint?

If you wish to complain on the product or services provided by us, you may contact:

Customer Service Center

Tel: 603-2059 5566

Fax: 603- 2161 5150

Email Address: callcenter@bankofchina.com.my

Bank of China (Malaysia) Berhad

2nd Floor, Plaza OSK,

25 Jalan Ampang,

50450 Kuala Lumpur.

Tel: 03-2059 5566

(Attention to: Risk Management Department)

If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia through **BNMLINK** or **BNMTELELINK** at:

Block D, Bank Negara Malaysia,

Jalan Dato' Onn,

50480 Kuala Lumpur.

Tel: 1-300-88-5465

Fax: 03-2174 1515

Email: bnmtelelink@bnm.gov.my

9. Where can I get further information?

Please contact us at: 03-2059 5566 (Customer Service) or log on to www.bankofchina.com.my for more information.

TERMS AND CONDITIONS GOVERNING ELECTRONIC BANKING SERVICES

The following terms and conditions (“Terms and Conditions”) govern your use of Electronic Banking Services offered by Bank of China (Malaysia) Berhad (“BOCM”) for accounts held at BOCM. By accessing to and using the BOCM Internet Banking (BOCnet) and/or Mobile Banking App, you agree to be bound by these Terms and Conditions and to the inherent risk in conducting any transaction over the Electronic Banking Services. The account holder of any accounts with BOCM may apply for the Electronic Banking Services with BOCM in accordance with and subject to the Terms and Conditions set out herein.

The Terms and Conditions shall always be read together with the terms stated in the following, which the account holder had read, acknowledged and agreed to:

- a. Terms and Conditions Governing Deposit Accounts
- b. Terms and Conditions Governing the use of Biometric Service
- c. Terms and Conditions Governing JomPAY
- d. Terms and Conditions Governing DuitNow
- e. Terms and Conditions Governing National Addressing Database
- f. Terms and Conditions Governing UnionPay QR Code Payment
- g. Terms and Conditions Governing DuitNow QR
- h. Terms and Conditions Governing e-Pocket

(collectively “the General terms”)

In the event of any conflict or inconsistencies between the Terms and Conditions herein and the General Terms, the Terms and Conditions herein shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistencies. Please read these Terms and Conditions carefully before applying for the Electronic Banking Services.

Please note that after your registration for the Electronic Banking Services, we will not contact you, or ask anyone to do so on our behalf to ask for your security codes. If you receive any such request, whether written or verbal, from anyone (even if they are using our name and logo which may appear to you to be genuine or representing to you to be acting on our behalf), it may be fraud and you must NOT disclose your security codes to them. Any such requests should be reported to us immediately.

DEFINITIONS

The following words have these meanings in these Terms and Conditions:

Account means any account held in your name(s) with us.

Application Form means the application form for the Electronic Banking Services or the Account opening application form.

BOCM refers to Bank of China (Malaysia) Berhad (511251-V), a company registered in Malaysia and having its registered office at Mezzanine Floor, Plaza OSK, 25 Jalan Ampang, 50450 Kuala Lumpur.

BOCnet means BOCM internet banking website with domain address of <https://ap.ebs.bankofchina.com/login.html>

BOCnet Service means the internet banking services which BOCM provides to you via BOCnet.

Business Day means a day, not being a Saturday, Sunday, or a Public Holiday, on which banks are open for business in Malaysia.

E-Token is the security device that produces a one-time password to access the Services.

Mobile Banking App or App means the mobile banking application provided by BOCM to be downloaded from Apple App Store, Google Play or Bank of China official website into your Mobile Devices to enable you to perform banking transactions.

Mobile Banking App Biometric Authentication (Biometric) means a simplified sign-in option on your Mobile Banking App via your fingerprint identification (“Fingerprint ID”) or facial identification (“Face ID”), as the case may be, and shall form one of your Security Code by which BOCM identifies you for the purpose of enabling you to transact through Mobile Banking App.

Mobile Banking Service means the banking services which BOCM provides to you via the Mobile Banking App.

Mobile Device means a portable computing device such as mobile phone, smartphone, laptop, tablet computer or such other communication or electronic devices which may be used to access the Services.

Password means a list of alphanumeric and special characters created by you and as further defined in Clause 2.3 below.

Services/Electronic Banking Services means the (i) BOCnet Service, (ii) Mobile Banking Service and / or (iii) other services which BOCM may provides or makes available from time to time to you under these Terms and Conditions.

Security Code refers to the Username, Fingerprint ID, Face ID, Password, verification code, whether generated by the E-Token or SMS OTP or Mobile Device or such other device or method which BOCM may provide to you to access and/or use the Services.

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 registered mobile number in BOCM's record or last updated with BOCM.

Username means a name selected or created by you comprising of alphanumeric characters and as further defined in Clause 2.2 below.

Website means BOCM's official Internet Website, currently having domain address of <http://www.bankofchina.com.my>

We, Us, and Our are references to BOCM.

You, Your and Yours are references to the account holder requesting and using the Services.

1. USING THE SERVICES

1.1 By signing the Application Form or accessing to and using or by continuing in accessing to or using the Services, you:

- agree to these Terms and Conditions;
- acknowledge that nothing in these Terms and Conditions shall affect the validity of any signatories authorised to operate your Accounts via any access method other than the Services.

1.2 Before you can use the Services, you must:

- maintain or open at least one account with us;
- complete and submit the Application Form to us;
- successfully undergo all relevant identification procedures as required by BOCM;
- receive from us a slip which contain your username and password for the purposes of 1st time log-in and E-Token. You can personally collect your username, secure password and E-Token for the purposes of 1st time log-in from your home branch if you are individual customer, or request us to send them by post if you are corporate customer.
- for online activation via BOCnet for the use of the Mobile Banking Service, you are required to enter BOCnet login credential such as username, password and one-time password generated by E-Token. Thereafter, you will create your own Username and Password to access to the Services.

1.3 For Personal Joint Account, you can only use the Services when the following conditions are fulfilled:

- the signing condition of the account is "Either one to sign"; and
- you are the principal account holder.

1.4 The scopes, features and functionality of the Mobile Banking App may differ from BOCnet, and may be varied by BOCM from time to time. You agree that certain services, functions and/or accounts may not be available on the Mobile Banking App and these may or may not become available in the future.

2. SECURITY CODE

2.1 To access to the Services, you must:

- enter your Username;
- enter your Password;
- enter the one-time password generated by your E-Token.

2.2 The Username:

- is an alpha-numeric code;
- identifies you as the holder of the Account;
- is initially issued by us, but must be changed by you as soon as possible after you have logged on to the Services for the first time.

2.3 The Password:

- is an alpha-numeric code;
- verifies your identity to access the Services;
- is initially issued by us, but must be changed by you as soon as possible after you have logged on to the Services for the first time.

2.4 The one-time password generated by your E-Token ("E-Token Password"):

- is a random number generated by your E-Token, and is displayed on the screen of the E-Token;

- the same E-Token Password cannot be used more than once.
- 2.5 From time to time, BOCM reserves the right to modify or upgrade the online security including the E-Token. BOCM will make every effort possible to replace the existing E-Token with the new security device within a reasonable time. However, BOCM shall not be liable for losses arising from loss of usage due to the replacement of security device.

3. YOUR SECURITY OBLIGATIONS

3.1 You are responsible to ensure that:

- any computer, system or Mobile Device from which you access and use the Services shall be properly maintained and shall be free from any defects, viruses or errors. You have taken all reasonably practicable measures to prevent unauthorised access when access the Services through broadband connections, telecommunication connections, and digital subscriber lines or cable modems or public system over which BOCM has no control.
- the computer or Mobile Device used to access the Services has an adequate security system, including anti-virus, anti-spyware and firewall software or measures to protect the security of your username and password and your use of the Services. You shall not install or use the Mobile Banking App on a jail-broken or rooted device.

3.2 You are advised to select a Username and Password that:

- has no obvious connection to your name, address, birth date or driver's licence number;
- is not an easily identifiable sequential or combinations of letters or numbers such as 7654321, abcdefg, or aaaaaaa.

3.2A If you have forgotten your Username or Password for your BOCnet or Mobile Banking App, you may retrieve your Username or reset your Password by clicking on the 'Forgot Username or Password' available at the login page.

3.2A.1 Forgot Username

You shall select 'Retrieve Username'. Thereafter, you shall select the type of Identification previously registered with BOCM and attend to all the steps listed below:

- enter your ID number;
- enter the 16 digits of your Debit Card number;
- enter the 6 digits Debit Card PIN; and
- enter the Security Code and E-Token Password.

3.2A.2 Forgot Password

You shall select 'Forgot Password'. Thereafter, you shall select the type of Identification previously registered with BOCM and attend to all the steps listed below:

- enter your ID number;
- enter the 16 digits of your Debit Card number;
- enter the 6 digits Debit Card PIN;
- enter the Security Code.

After you have attended to all the steps listed above, you shall key in your new Password and confirm your new Password, and followed by the E-Token Password.

For the purpose of this Clause 3.2A, Debit Card means the debit card issued by BOCM.

3.3 You shall, amongst others:

- keep your Username and Password secure at all times;
- not disclose the E-Token Password to anyone;
- not disclose the serial number of the E-Token to anyone;
- keep secure, undamaged and safe the E-Token and all information provided to you for your use of the Services;
- change your Username as soon as practicable upon receipt of our notification – once changed, the Username cannot be further altered;
- change your Password as soon as practicable upon receipt of our notification – and subsequently the Password should be changed regularly, for at least once in every 3 months;
- ensure that your personal and account information and Security Code are not being disclosed to any party including but not limited to BOCM's staff and regulatory authorities in whatsoever manner either through telephone call, email or SMS;



- (h) not leave the computer or Mobile Device from which you have accessed the Services unattended or let anyone else use it until you have logged off;
- (i) ensure that you have logged off from the Services at the end of each session;
- (j) comply with all security measure instructions given by BOCM from time to time in relation to the use of the Services;
- (k) check the Account balance and transaction(s) periodically and to report to BOCM of any discrepancies immediately;
- (l) make regular backup of critical data;
- (m) consider the use of encryption technology to protect highly sensitive data;
- (n) not install software or run programs of unknown origin;
- (o) delete junk or chain emails;
- (p) not open email attachments from strangers;
- (q) not disclose your personal, financial or credit card information to little-known or suspicious websites;
- (r) not use a computer or Mobile Device which cannot be trusted;
- (s) not use public computers or the computers in internet café/public to access BOCnet;
- (t) log off the online session and turn off the computer when not in use;
- (u) clear browser cache each time after you have accessed the Services;

3.4 You shall update BOCM immediately when there are any changes in your contact details such as mobile number, for the purposes of receiving SMS alerts or notifications for the Services.

3.5 You agree **not** to disclose to anyone your Username, Password and E-token Password for the Services. BOCM will not be held liable in whatsoever manner for any money withdrawn or transferred from your Accounts in breach of your security obligations herein.

3.6 If you are aware of any security breach of your Username, Password, or E-Token, you must notify us immediately at Tel: 603-2059 5566 and comply with all instructions from us. The notification of the security breach will take effect immediately after it is received by us. Subject to clause 6, any losses that may occur prior to the notification taking effect will be borne by you.

3.7 Mobile Banking App

- (a) You agree and acknowledge that the App is made available to you strictly on an “as is” basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the App, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition you agree that BOCM cannot ensure that the App will be compatible or may be used in conjunction with any Mobile Device, and you agree that you shall not hold BOCM liable for any such incompatibility or for any loss or damage to any Mobile Device which may be caused by the Mobile Banking App;
- (b) You shall not use the App for any purpose other than to access your own Account via the Mobile Banking Services on your own Mobile Device;
- (c) You shall not download or install the App into a Mobile Device which you do not own or have exclusive control;
- (d) You shall not reproduce, modify or reverse engineer the App or permit another person to do so;
- (e) You shall not attempt to make any income directly from using the App;
- (f) You shall not use the App for any unlawful activity;
- (g) You shall not connect the App in a way that could damage it or stop it from working or affect our systems or other uses;
- (h) You shall not connect the App to any unsafe internet network;
- (i) You shall not download the App from any place other than BOCM's official website, the Apple Store, the Google Play Store or any other channel as may be approved by BOCM and any such download shall be at your own risk;
- (j) You agree and acknowledge to update regularly and timely the operating system of your Mobile Device to the latest available version;
- (k) You shall not do any other things or acts that may compromise the security of your Mobile Device, its operating system and/or the Mobile Banking App.



3.8 Mobile Banking App Biometric Authentication (“Biometric”) service

- (a) To use the Biometric service, you will need to:
 - i. register your Mobile Device with Mobile Banking App by successfully logging in the App;
 - ii. register your Fingerprint ID or Face ID on your Mobile Device; and
 - iii. enable the following:
 - a. For iOS devices
 - Touch ID or Face ID to unlock your Mobile Device
 - b. For Android devices
 - Enable Fingerprint Security
- (b) Upon successful activation, you may use the Biometric service to access the Mobile Banking App on your Mobile Device through Fingerprint ID or Face ID as an alternative to your Mobile Banking Service username and password.
- (c) You may still choose to access the Mobile Banking App using your Mobile Banking Service username and password.
- (d) To activate/deactivate Biometric service, you must first login to Mobile Banking App, go to “Settings” menu and select “Manage Fingerprint ID” or “Manage Face ID”, whichever is applicable.
- (e) For avoidance of doubt, all Fingerprint ID or Face ID data is stored in the relevant Mobile Device when you set-up your fingerprint enabled Mobile Device or facial identification enabled Mobile Device and no Fingerprint ID or Face ID data is stored on BOCM’s servers. For the purpose of the Biometric service, verification of the Fingerprint ID or Face ID is effected by the Mobile Device itself. Once the Fingerprint ID or Face ID is recognised by the Mobile Device, the confirmation of authentication will be relayed by the Mobile Device to the Biometric authentication to enable you to proceed with the relevant transaction or where verification is unsuccessful, notification of authentication failure will be relayed to Biometric service interface.
- (f) Mobile Banking App users’ Mobile Devices that come with the “Manage Fingerprint ID Login” or “Manage Face ID Login” feature/function will be able to login to Mobile Banking App using just their Fingerprint ID or Face ID, as the case may be.
- (g) You agree that by using your Fingerprint ID or Face ID to access Mobile Banking App via Biometric service, BOCM relies on the Mobile Device to provide the authentication if you activate the Biometric service.
- (h) You shall not register any third party fingerprint as your Fingerprint ID or any third party facial identification as your Face ID, as doing so will enable the third party(s) to have access to your Account and perform all functions available within Biometric service.
- (i) If you have any third party fingerprint or facial identification stored on your Mobile Device, you are required and you hereby warrant that such third party fingerprint or facial identification, as the case may be, has been deleted from your Mobile Device prior to your activating Biometric service.
- (j) Your Fingerprint ID or Face ID should be treated with the same level of security as your other Security Code to prevent any unauthorized access to your Account.
- (k) You shall deactivate Biometric service in the event that you change or dispose your Mobile Device.
- (l) You acknowledge that BOCM owes no duty to verify that it is your Fingerprint ID or Face ID endorsed on the Mobile Device and agree that to the extent permitted under applicable law, BOCM shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
 - i. the provision by BOCM of or your use of Biometric service;
 - ii. any unauthorised access to your Account balance and/or uses of your Mobile Device;
 - iii. any transaction effected; and/or
 - iv. any breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by BOCM.
- (m) You acknowledge that in the event that you have lost your Mobile Device, you are to deactivate Biometric service immediately by contacting BOCM Customer Service Centre at 603-2059 55 66 to report the loss of your Mobile Device and request for the biometric registration in respect of the lost Mobile Device to be de-registered. BOCM shall not be liable to you or any other person for any loss, damage or expense of any kind which you or any other person may incur or suffer, arising from or in connection with your loss of your Mobile Device. BOCM may in its absolute discretion and

at any time and from time to time, by giving prior notice to you, suspend, restrict or terminate your access to Biometric service without being obliged to provide any reason for such suspension, restriction or termination.

4. YOUR OTHER OBLIGATIONS

4.1 When using the Services, you must:

- act in accordance with these Terms and Conditions;
- comply with all relevant laws;
- comply with all terms of use of the Website appearing on the Website.

4.2 You warrant the truth, accuracy and completeness of all information given to us by you:

- in any Application Form;
- in the course of using the Services;
- in conducting any transaction over the Account

and you acknowledge and agree that, in providing the Services, we are relying on the truth, accuracy and completeness of all information given by you.

4.3 You must notify us immediately if there are any changes to the information provided by you to us.

5. VERIFICATION OF INSTRUCTIONS

5.1 You hereby authorise BOCM to comply with all instruction(s) given in respect of the Services. You agree that such instructions shall be binding on yourself upon transmission to BOCM and the instruction cannot be changed or withdrawn without BOCM's consent and that BOCM is not obliged to verify the authenticity of such instruction.

5.2 When we receive instruction in respect of the Services and Biometric service, we will identify that the person giving the instruction is you by reference to the entry of the correct Security Code and the instruction will constitute a valid instruction from you to us and you must accept all responsibility for the accuracy of information contained in the instruction.

5.3 BOCM shall have no duty to verify the actual identity of the person or persons using the Services to access your Account other than the standard authentication security procedures provided for in Clause 5.2 above.

5.4 You understand and agree that any transactions conducted via the Services may take time to process and certain instructions may only be processed during our normal business hours notwithstanding that the Services may be accessible outside such hours.

5.5 Any instructions to BOCM for cancellation, revocation, reversal or amendment or clarification of your earlier instructions can only be effected if your request is received or effected before the earlier instructions is executed.

5.6 BOCM reserves the right at its discretion, to refuse to carry out any of your instructions where your instructions are inconsistent with or in breach of BOCM's policy, laws or regulations or for any other reasons. BOCM shall not be obliged to give you reason for such refusal.

5.7 You agree and accept that any such instructions which you may issue shall at all times be subjected to such limits and conditions as may be fixed or specified by BOCM from time to time at its absolute discretion.

5.8 In cases which involve or require the consent or approval of third parties, BOCM's obligation to perform any instructions would be subjected to such consent and approval being obtained by you from the third parties.

5.9 You agree that all instructions transmitted through your computer or Mobile Device or otherwise issued by you, though in electronic form:-

- (a) are written documents, and you agree not to dispute or challenge the validity or enforceability of any instructions on the grounds that it is not a written document and you hereby waive any such right you may have at law;
- (b) are original documents and you agree not to challenge the admissibility of any instructions on the ground that it is made in electronic form.

5.10 You agree that it is your responsibility to review the transaction records pertaining to any transactions initiated on your instructions as well as any alerts thereto, in a timely manner and on a regular basis. You undertake to notify BOCM without delay of any errors, irregularities, discrepancies, claims or unauthorised transactions. You acknowledge that your failure or delay to provide such notification forthwith shall be deemed as your conclusive agreement and acceptance that all matters contained in the records are true and accurate in all respects and shall be binding on you for all purposes whatsoever and conclusive evidence of the transaction and your liability to BOCM. You agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such

records merely on the basis that such records were incorporated and / or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.

6. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 6.1 BOCM will **not** be held liable for any unauthorised transactions, including but not limited to, if:
- (a) the lost was due to fraud on your part;
 - (b) the lost occurred due to a breach of your security obligations;
 - (c) the lost was due to disclosure of your Security Code to third party;
 - (d) you have lost your Mobile Device;
 - (e) you have selected a Password which we specifically warned you against (e.g. date of birth, 1111 etc.);
- unless:-
- i. the lost occurred was due to BOCM's gross negligence or wilful default; or
 - ii. the lost occurred prior to you receiving your Security Code
- 6.2 Upon notice or suspicion of a security breach of your Mobile Device, App, internet network that you use, and your Security Code or any unauthorised transactions being conducted over your Account, you shall notify BOCM in person as soon as practicable or by telephone at the telephone number stated in Clause 13 below (and BOCM may ask you to confirm in writing any details given). You will not be held liable for any unauthorised transactions that occurred after BOCM has been notified by you of the unauthorised transaction or of the security breach provided that the said unauthorised transaction and the security breach was not due to your own act or omission. BOCM will not be held liable for any unauthorised transactions if there was delay in your notification to us after becoming aware of a security breach of your Mobile Device, App, internet network that you use, and your Security Code.

7. SYSTEM FAILURE AND LINKED SITES

- 7.1 You may experience interruptions and difficulties in accessing the Services from time to time. We do not represent or guarantee that the Services will be free from errors, viruses or interruptions. It may be affected by outages, faults or delays. These may be caused by technical difficulties, your or a third party's software, equipment or systems, traffic, infrastructure failures or actions taken by third parties. We may also alter, interrupt or suspend or deny your access to all or part of the Services at any time for any reason that we think fit, without any prior notice.
- 7.2 The Website (including BOCnet), and/or Mobile Banking App may for your convenience contain links or references to other websites. We are not responsible for the availability or contents of any linked website. We do not endorse any of such website, its contents or its owner/sponsor. BOCM is not liable for any loss, damages, liabilities, claims, costs or expenses that you may suffer or incur arising from or in connection with any third-party website linked to or referred to on the Website (including BOCnet) or App.
- 7.3 Our Website (including BOCnet) and Mobile Banking App are linked to Bank of China Limited, who host the Services on behalf of BOCM. The information displayed on the Bank of China Limited website may not be applicable to customers of BOCM. If you have any questions about the Services or need clarification of anything displayed thereon, please contact us at Tel: 603-2059 5566.
- 7.4 Any exchange rate, profit rate, dealing rate and other prices and information quoted by BOCM on the Website (including BOCnet) and Mobile Banking App or otherwise in response to an online inquiry is for reference only and is not binding on BOCM.

8. LIMITATION OF LIABILITY

- 8.1 You agree and acknowledge that BOCM makes no warranties of any kind with respect to the Services, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, no oral or written information or advice given by BOCM or its employees shall create a warranty and you may not rely on any such information or advice.
- 8.2 Other than those arising from gross negligence or wilful misconduct on our part, BOCM shall, except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, in no event be liable whether

in contract, tort, negligence, strict liability or any other basis for any loss, damages, liabilities, claims, costs or expenses arising in connection with:-

- (a) your access or use or the inability to access or use of the Services;
- (b) reliance on the information contained in the Websites and/or the App;
- (c) any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses or otherwise;
- (d) any unauthorised and/or unlawful access to any machine, data processing system or transmission link.

8.3 You also understand and agree that we are not responsible for any loss, damages, liabilities, claims, costs or expenses that may be suffered or incurred by you if we are prevented from effecting the Services or our Website, or Mobile Banking App was not working properly by reason of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from subcontractors, epidemic, pandemic, emergencies, governmental actions or any event beyond our control.

8.4 BOCM is not liable for any loss, damages, liabilities, claims, costs or expenses that you may suffer arising from improper usage or malfunction of any computer or Mobile Device or other telecommunications equipment to access the Services or any incompatibility thereof with BOCM systems.

8.5 BOCM shall in no event be liable for any loss of profit, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages.

9. TERMINATION

9.1 BOCM may cancel, suspend or terminate your access to the Services without prior notice if you are in breach of any of the Terms and Conditions stipulated herein and / or of any laws and / or regulations and / or to ensure or maintain the security of the Services and its users where BOCM deems appropriate, and that you agree that you will not hold BOCM liable for any loss or damage which you may suffer as a result of such cancellation, suspension or termination.

9.2 BOCM may also terminate the Services for any other reason at any time by giving prior notice to you and without any liability whatsoever to you or any other third party for doing so.

9.3 You may terminate the Services by sending us a request for cancellation via a letter duly signed by you. The termination will not be effective until BOCM has received your notice, acknowledges it and proceeds to terminate your access to and use of the Services or the relevant portions thereof.

9.4 You agree that termination does not affect your liability or obligations in respect of instructions received by BOCM prior to such termination that have been processed or are being processed by BOCM.

9.5 You further agree that where an instruction was received by BOCM prior to such termination herein but has not been processed, and your access to the Services is thereafter terminated, you shall not hold BOCM liable for any failure to process the said instruction.

10. INDEMNITY

10.1 You shall keep us indemnified for any claims, losses, liabilities, costs and expenses that we may suffer or incur as a result of:-

- (a) your breach or violation of these Terms and Conditions;
- (b) your fraudulent acts;
- (c) your disclosure of the Security Code and/or transaction information to any other person or in any emails or on other websites and/or social media;
- (d) your failure to take reasonable steps to keep the Security Code private and/or secure at all times;
- (e) your failure to report a breach, disclosure or compromise of the Security Code as soon as reasonably practicable upon being aware of the breach or loss respectively;
- (f) your use of the Services, unless such losses arisen due to the Bank's gross negligence or wilful misconduct;

11. COSTS, EXPENSES AND FEES

11.1 You agree to promptly pay all the following fees and charges for services provided under the Services:

- (a) costs, charges and expenses incurred by us, our agents, contractors and employees in connection with the exercise, enforcement or protection (or any attempt to exercise, enforce or protect) of any of our rights provided hereunder, including legal costs and expenses on a solicitor client basis or a full indemnity basis; and
- (b) taxes, registration and other fees, and account charges by us which includes fines and penalties for late payment, arising directly or indirectly in connection with the execution, delivery or compliance with this document, any payment, receipt or supply in relation to them and any transactions contemplated by us.

11.2 We have the right to charge you fees in respect of the Services. We may change or add to these fees from time to time at our absolute discretion by giving you twenty one (21) days' prior notice. The list of current fees and charges is displayed at our Website and premises. You may also be liable for any other fees or charges imposed by us for transactions and instructions made under or pursuant to the Services (including bank charges, administrative charges, processing fees, interest charges etc) and which are payable to us under the General Terms or under any other applicable agreements, terms, conditions or procedures determined by us from time to time.

11.3 You agree that BOCM reserves the right to debit your relevant account(s) for any amounts due under clause 11.1 and 11.2.

12. STATEMENTS AND NOTICES

12.1 Statements

We will not issue you any statements of Account in respect of the Services, but we will send you statements on a regular basis showing transactions conducted over your Accounts. You shall carefully examine the statement received by you, or other information provided by us to you with regard to the Services from time to time and shall report any discrepancies, errors or omissions to us in writing without delay.

12.2 General notices

Save for Clause 12.3, any notices and communications given or made hereunder must be:

- (a) in writing and clearly readable;
- (b) signed by the party giving or making it (or signed) on that party's behalf by its authorised officer; and
- (c) left at the address of the recipient, or sent by prepaid ordinary post/registered post/courier service to your last known address registered with the Bank.

Any letter or facsimile from us shall be deemed to have been delivered to you:

- (d) in the case of a document sent by prepaid ordinary post / registered post / courier, on the fifth Business Day after the date of posting and second Business Day after the date sent by courier services;
- (e) in the case of a document left at the address, on the day and at the time at which delivery was made; and
- (f) in the case of a facsimile, on the day and at the time at which the transmitting facsimile machine indicates that the facsimile was sent in its entirety to the facsimile number of the recipient for the purposes of this clause.

Any letter or facsimile from you shall be deemed to have been delivered and received by us upon acknowledged receipt of the notice by us.

12.3 Notification of breach of your Security Code

You shall give notice to us of any disclosure, compromise or breach of your security obligation in respect of your Username, Password or E-Token by telephone at Tel: 603-2059 5566

12.4 Changes of details

You may walk into any of our branch and change any information by completing and submitting the "Request for Modification of Information Form" indicating the changes.

12.5 Unless we receive any notification from you of any changes to your correspondence address, we will deem that the address that we have in our record as your last known address.

13. CUSTOMER SUPPORT

13.1 Lodge Complaints and Feedback

Should you have any queries or wish to report any errors or complaints in relation to the Services, you may contact our customer service center or write to us at the following:-

Customer Service Center

Tel: 603-2059 55 66

Email: callcenter@bankofchina.com.my

Correspondence Address:

Bank of China (Malaysia) Berhad

5th Floor, Plaza OSK

25, Jalan Ampang

50450 Kuala Lumpur

(Attention to: Compliance Department)

13.2 Requirements

You shall provide us with details of your complaint/dispute (including but not limited to the following information) to help expedite the investigation:

- (a) full name, identification/passport/company registration number
- (b) telephone number and address
- (c) supporting documents (if any)

You shall as far as possible co-operate and assist BOCM in the conduct of its investigations, including allowing BOCM and its investigation team to access the device(s) used for the disputed transaction such as the personal computers and Mobile Devices within five (5) Business Days from the date you reported your query or complaint to BOCM as stated in Clause 13.

You shall provide any additional information or document as and when requested by BOCM.

13.3 Resolution Timeline

BOCM shall endeavour to inform you of the investigation outcome within 14 Business Days from our receipt of your complaint. For complaints requiring investigations conducted by a third party, this may take more than 14 Business Days.

14. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO E-POCKET USER ACCOUNTHOLDER

In addition to Clause 1 to Clause 13 herein, the following clauses shall apply to e-Pocket Accountholder and shall read in conjunction with Clause 1 to Clause 13 herein:-

- Before you can use the Services, you must apply and register an e-Pocket via Mobile Banking App and create a 6 digits initial password during your application and registration of e-Pocket for you to log in to the Mobile Banking App.
- Upon your successful application and registration of e-Pocket, initial username will be sent to your registered mobile number. Thereafter, you shall change your username and password of the Mobile Banking App by logging in to the Mobile Banking App using your initial username and initial password.
- SMS OTP will be used for financial transactions or change of settings on Mobile Banking App.
- You shall read, understand and agree to comply with the Terms and Conditions governing e-Pocket, which is available at any of the Bank's branches or at the Bank's website at www.bankofchina.com.my.

For the purpose of this Clause 14, "you" shall refer to the e-Pocket Holder; "e-Pocket" and "e-Pocket Holder" shall have the meaning ascribed to them in the Terms and Conditions governing e-Pocket.

15. GENERAL

15.1 Notification of changes

You shall be given twenty one (21) days prior written notice of any changes, which include but not limited to revision of fees and charges, amendment of terms and conditions stipulated herein through the post, by media, by electronic message through BOCnet, Mobile Banking App or by other means permitted by law. If you choose to continue to use the Services, you shall be deemed to have accepted the revised Terms and Conditions accordingly.

You should read and understand the Terms and Conditions, including any amendment, supplement, addition and variation to the Terms and Conditions, before processing any transaction through the Services.

15.2. Proprietary and Intellectual Property Rights

You acknowledge that all proprietary rights and intellectual property rights in the Services belong to BOCM or Bank of China Limited.

15.3 International Use

(a) the use of the Services outside of Malaysia is subject to:-

- (i) the rules and regulations relating to foreign exchange control prescribed by Bank Negara Malaysia;
- (ii) any fiscal or exchange control requirements of the country where the transaction is effected or requested;
- (iii) the laws and regulations of Malaysia and the country where the transaction is effected or requested.

(b) the maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

15.4 Account Information

You agree and acknowledge that any information pertaining to your Account as reported through the Services may not necessarily reflect or indicate transactions that are yet to be processed and updated and therefore, should not be taken as conclusive of your Account balance and transaction history with BOCM.

15.5 Records

The records of your transactions can be accessed by you via the Services within 3 months from the date of the transactions.

15.6 Waivers, variations and consents

Any waiver or consent given by us is effective only if it is in writing signed by or on our behalf us and only to the extent as expressly stated in writing and for the specific instance and specific purpose for which it is given.

No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of that right or remedy or any other rights or remedies provided herein.

15.6 Invalidation

If any provisions herein 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 affected.

15.8 Assigning rights

You shall not assign your rights to use the Services to any other party.

We may assign our rights and interests under these Terms and conditions to our parent bank or to any now-existing or future direct or indirect subsidiary of our parent bank, or to any of our existent or future affiliates. We may also assign or delegate certain of our rights and interests under these Terms and Conditions to other third parties.

15.9 Disclosure of your information

You irrevocably consent and agree to us providing information concerning you

- (a) to any person who is an assignee or potential assignee or a beneficiary or potential beneficiary of; or a participant in or potential participant in, our rights provided hereunder;
- (b) if required or permitted by laws or regulations or appropriate government agency or court orders or requests;
- (c) if the information is publicly available;
- (d) when it is necessary to complete a transaction;
- (e) if we are under a public duty to disclose the information;
- (f) to provide services in relation to your Account or to offer you other products and services and to such service providers thereto (if any); or
- (g) to other entities within Bank of China group of companies.

You agree and acknowledge that we do not warrant the security and confidentiality of information transmitted through the internet service, network provider or communication network provider or any equivalent system in any jurisdiction via the Services. You accept and agree that BOCM shall bear no responsibility for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant internet service provider, network provider or communication network provider or other provider.

15.10 Personal Data

In accessing and using the Services, you have consented and authorised BOCM to collect, use, transfer, disclose and / or retain your information or for company, the information of your mandates, authorised signatories, shareholders, directors that may have provided their personal information (including but not limited to personal information) in compliance with Personal Data Protection Act 2010 for the purposes stated in the Privacy Notice issued by BOCM which is available at all BOCM's branches as well as its Website at www.bankofchina.com.my. You acknowledge that BOCM may modify and/or update the Privacy Notice from time to time and you shall visit BOCM's website for the latest version.

15.11 Governing law and jurisdiction

The Terms and Conditions herein are governed by laws of Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.

15.12 Anti-Money Laundering

By signing on the Application Form, you undertake that you will not conduct any transactions over BOCnet and the App in breach of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 in Malaysia.

15.13 Security warning by BOCM

It is very important that you regularly read the information and security warning posted in BOCM's Website.

15.14 Conflict

In the event that there is any conflict in the interpretation of these Terms and Conditions and any translation of the same in any language, the English version of these Terms and Conditions shall prevail.

Terms and Conditions Governing e-Statement

The Terms and Conditions Governing e-Statement (“Terms and Conditions”) set out the terms and conditions upon which Bank of China (Malaysia) Berhad (“BOCM”) will provide e-Statement (as defined herein) to personal individual customers (“Customer”).

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, the following expressions shall have the respective meanings unless the context otherwise requires:

- “Account”:** Means the type of accounts maintained with BOCM as follow:
- (a) Savings Account
 - (b) Current Account
 - (c) e-Pocket Account
 - (d) Foreign Currency Current Account
 - (e) Fixed Deposit Account
 - (f) Foreign Currency Fixed Deposit Account
 - (g) Loan Account
- Any other account as informed by BOCM from time to time.
- “Document”:** Means letter / mail issued to Customer including:
- (a) Reminder Letter(s) on overdue account
 - (b) Notification Letter on Servicing of Interest
 - (c) Notification Letter on Change of Instalment due to change in Base Rate (BR)/Base Lending Rate (BLR)
 - (d) Any other document(s) issued by BOCM
- “e-Statement”:** Means the electronic version of Statement(s) and/or Document(s) of Account which will be transmitted and/or made available to the Customer through the e-Statement Facility.
- “e-Statement Facility”:** Means the service whereby BOCM will, at the Customer’s request, transmit and/or make available the Customer’s Statement(s) and/or Document(s) of Account and/or other transaction record(s), advice(s), notice(s), document(s) and reminder(s) in electronic version to the Customer by either one or all of the following methods:
- (a) Transmission via Electronic Mail; or
 - (b) Such other electronic medium as BOCM may designate from time to time by giving prior notice to the Customer
- “Electronic Mail”:** Means the electronic mail address provided by the Customer in the application form for the enrolment of the e-Statement Facility and/or any electronic mail address provided by the Customer from time to time.
- “Statement(s) and/or Document(s) of Account”:** Means the statement of account(s) and/or document(s) issued by BOCM to the Customer in respect of the Customer’s relevant banking and/or credit facilities and/or accounts on a monthly basis or such other periodic basis as determined by BOCM.

2. Interpretation

- (a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Where there are two or more persons comprised in the term “the Customer”, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.

3. Scope

The e-Statement Facility is only available for Account(s) as set out at BOCM's website at www.bankofchina.com.my and as may be amended from time to time and subject to availability.

4. Agreement

By using and continuing to use the e-Statement Facility, the Customer represents, warrants and undertakes that the Customer has read, understood and agreed to be bound by:

- (a) These Terms and Conditions and any additions or amendments as may be made there to by BOCM at any time and from time to time;
- (b) The applicable terms and conditions governing the Customer's banking and/or credit facilities and/or Accounts in respect of which the e-Statement Facility is provided;
- (c) All terms and conditions of other facilities, benefits or services that BOCM may from time to time make available to the Customer in connection with the e-Statement Facility; and
- (d) All laws, rules, regulations and guidelines applicable to the e-Statement Facility now existing or which may hereinafter be enacted, issued or enforced, and as may be amended from time to time.

5. Enrolment of e-Statement Facility

Customers may enroll for the e-Statement Facility via the following channels:

- (a) BOCM's website (www.bankofchina.com.my) ("BOCM's Website"), where the Customers can download the application form, fill up the required details and email back the duly filled up application form to callcenter@bankofchina.com.my; or
- (b) any branch of BOCM;

Customer is required to register his/her e-mail in order to enroll for the e-Statement Facility.

6. Upon the Customer's successful enrolment for the e-Statement Facility, the Statement(s) and/or Document(s) in electronic form will be provided to the Customer via Electronic Mail and BOCM will stop providing the hardcopy Statement(s) and/or Document(s) of Account. The hardcopy Statement(s) and/or Document(s) of Account and where applicable, may cease to be generated on the next statement date or such other date as may be decided by BOCM in its sole and absolute discretion and BOCM will cease to deliver the hardcopy Statement(s) and/or Document(s) of Account to the Customer by post.

7. In connection with Clause No. 5 above, in the event the Customer wishes to obtain the hardcopy of the Statement(s) and/or Document(s) of Account, Customer may submit a service request form to request for the hardcopy of the Statement(s) and/or Document(s) of Account to BOCM by visiting any branch, or, Customer may obtain the service request form from BOCM's Website and email the duly completed service request form to BOCM's Call Center at callcenter@bankofchina.com.my.

Any request for hardcopy of the Statement(s) and/or Document(s) of Account is subject to fees imposed by BOCM. For further information on the fees, please refer to BOCM's latest Service Rates and Tariffs at <https://www.bankofchina.com.my/m/en-my/service/information/service-rates-and-tariffs/accounts-rate.html>.

8. Customers are advised to perform the steps set out in Clause 5 herein for the enrolment of e-Statement Facility so that BOCM will cease to post/deliver the hardcopy Statement(s) and/or Document(s) of Account to the Customers.
9. The provision of the e-Statement Facility is at the sole and absolute discretion of BOCM. BOCM may at its absolute discretion, modify, change, restrict, withdraw, cancel, suspend or discontinue the e-Statement Facility at any time or from time to time with prior notice to the Customer. The Customer understands that by continuing to use the e-Statement Facility after any modification or change has been affected to the e-Statement Facility, the Customer is deemed to have agreed to and effected such modification or change. The Customer shall not be entitled to claim for any compensation against BOCM for any and all losses or damages suffered or incurred by the Customer as a result of or arising from such modification, change, restriction, withdrawal, cancellation, suspension or discontinuation of the e-Statement Facility.
10. The Customer shall be the owner of the Electronic Mail provided to BOCM and shall take all necessary security measures and precautions to ensure that the Customer's Electronic Mail is not accessed by any unauthorized third party. The e-Statement will be delivered via Electronic Mail.
11. The e-Statement shall be deemed to have delivered to and received by the Customer when BOCM sends the e-Statement to the Customer's Electronic Mail on the relevant e- Statement date.

12. The Customer is required to check all e-Statement for any inaccuracies, discrepancies, errors and/or unauthorized transactions timely and in a prompt manner. If there is any delay or failure in the delivery of the e-Statement or there are any inaccuracies, discrepancies, errors and/or unauthorized transactions ("Errors"), the Customer shall notify BOCM immediately by calling BOCM's Customer Service Hotline at 03-2059 5566 for any non-receipt of or Errors in the e-Statement. In the event BOCM does not receive any report from the Customer of such aforementioned non-receipt of or Errors in the e-Statement within fourteen (14) days from the e-Statement date, the Customer shall be deemed to have conclusively received the e-Statement and accepted the entries shown in the e-Statement as being true, accurate and binding against the Customer.
13. The Customer may terminate the e-Statement Facility at any time by visiting any of BOCM branches.
14. Upon termination of the e-Statement Facility, BOCM shall use reasonable endeavours to generate and send the paper based Statement(s) and/or Document(s) of Account to the Customer's last known or recorded mailing address appearing in BOCM's records on the next statement date or date of issuance of the Statement(s) and/or Document(s) of Account or such other date as may be decided by BOCM in its sole and absolute discretion. However, the Customer understands that the cancellation of the e-Statement Facility may not take effect immediately and would depend on BOCM's processing of the notice of termination as well as the processing time involved in the generation of Statement(s) and/or Document(s) of Account. As such, e-Statement may still continue to be sent to the Customer if the notice of termination received falls within the cut-off date for generation of Statement(s) and/or Document(s) of Account.
15. The Customer understands, acknowledges and accepts that:
 - (a) The internet transmission lines are not encrypted and that Electronic Mail is not a secure means of transmission;
 - (b) The transmission of information via Electronic Mail involves the risk of errors, viruses, delay, interception, modification or amendment by unauthorized persons;
 - (c) Transmission may be disrupted, interrupted, delayed or incorrect;
 - (d) The use and storage of any of the Customer's information, including but not limited to the Customer's Electronic Mail username and password, account information, account balances, transaction activity and/or any other information available on the Customer's computer terminal, mobile phone or any other type of device which is available for connection to the internet and used by the Customer to access/view the e-Statement shall be at the sole risk and responsibility of the Customer; and
 - (e) It is the responsibility of the Customer to notify BOCM immediately of any change to his/her mailing address, Electronic Mail or other particulars of the Customer relevant to the e-Statement Facility provided under these Terms and Conditions.
16. In connection with Clause 15 above, the Customer further acknowledges and agrees that, save and except for BOCM's willful negligence or default, in the event the contents of the e-Statements become known to third parties arising out of the e-Statement Facility, the Customer shall not in any way hold BOCM responsible for the same nor shall BOCM be considered as having breached BOCM's duty of banker customer confidentiality.
17. The Customer agrees that any password provided in relation to accessing the e-Statement must be kept confidential and any loss or liability arising from a breach of the aforesaid shall be solely borne by the Customer.
18. The Customer agrees that the e-Statement shall be in PDF format and the Customer is required to use Adobe Acrobat Reader to view the e-Statement and/or the Documents.
19. BOCM shall use reasonable endeavours to ensure that the e-Statement Facility is secure, cannot be accessed by unauthorized third parties and will be available twenty-four (24) hours a day once effected. Notwithstanding anything contained herein to the contrary, BOCM shall not be held liable or responsible for:
 - (a) Any system maintenance, disruption, unavailability of the e-Statement Facility, BOCnet, computer, telecommunications, electrical or network failure and/or other causes beyond BOCM's control that may result in the e-Statement and/or Documents being incomplete, unavailable for access/viewing or delayed in transmission through any applicable internet service provider, communication network service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Facility to the Electronic Mail;
 - (b) Any loss of transmission of part or the whole of any communication between the Customer and BOCM through Electronic Mail;
 - (c) Any errors, viruses, delay, inaccuracy, losses, damages, costs, charges and/or expenses whatsoever that may be suffered or incurred by the Customer arising from or in connection with, whether directly or indirectly, the Customer's use of the e-Statement Facility, including but not limited to any unauthorized or illegal interception, modification or amendment by unauthorized persons, disruption, interruption, delay or inaccuracy of emails or non-delivery, technical failure or problems in transmission due to arising out of using the internet and email as a means of transmission or other communication equipment or facilities. For the avoidance of doubt, BOCM shall not be liable or responsible for any losses suffered by the Customer, whether direct, indirect, consequential, incidental, exemplary, punitive or special damages that may result from the Customer's use or inability to use the



e-Statement Facility, even BOCM may have been specifically advised of the same.

20. The Customer shall indemnify, keep indemnified and hold BOCM harmless against any losses, expenses, claims and damages (including but not limited to legal fees and expenses on a solicitor and own client basis) which BOCM may sustain or incur in connection with or arising from a breach of these Terms and Conditions and/or the enrollment of the e- Statement Facility and/or the transmission of e-Statement to the Customer.
21. BOCM may amend, delete and/or make additions to these Terms and Conditions at any time by giving twenty one (21) calendar days' prior written notice to the Customer, whether by mail, email notification, website or otherwise or in displays at its branches or via publication through any media as BOCM shall deem appropriate in its absolute discretion. Such amendments, deletions and/or additions shall be effective on and from the date specified in such notice.
22. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia and the Customer agrees to submit to the exclusive jurisdiction of Courts of Malaysia.

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Bank's Privacy Policy Notice

Notice To Customers Relating To The Personal Data Protection Act 2010 (The "PDPA")

Dear Valued Customer,

1. In compliance with the requirements of the PDPA, this Notice is issued to inform you of Bank of China (Malaysia) Berhad's (hereinafter referred to as "the Bank", "our", "us" or "we") commitment to the policy of protecting at all times the confidentiality, integrity and security of the information provided by you to us.
2. For the purposes of this Privacy Notice, BOC Group shall mean, the Bank, Bank of China Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually).
3. In order to enable us to deal with your inquiries / to open and operate an account for you / to generally provide and / or recommend you with our facilities, products and services ("**the Facilities**"), we may need to / may be required to collect, record, hold, store, use and / or disclose (i.e. process) your personal data and information which includes, but not limited to ("**the Personal Data**"):
 - (a) personal details:
 - (i) name, age, gender, date of birth;
 - (ii) identity card number / passport number;
 - (iii) education;
 - (iv) race, ethnic origin, nationality, citizenship
 - (b) contact details such as address, email, phone number
 - (c) family Information:
 - (i) marital status;
 - (ii) name of spouse, child or immediate family
 - (d) occupation details:
 - (i) employer's name;
 - (ii) income range, job title, job responsibilities;
 - (iii) employer's contact information and address
 - (e) other information such as financial reference (in respect of other banking facilities used by you).
4. We may from time to time request for other personal information which we consider relevant in considering your request or inquiries in respect of any of our products or banking facilities.
5. We may obtain the Personal Data from yourself and from a variety of sources, including but not limited to:
 - (a) through your relationship with us, for example information provided by you in application forms, when using our products and / or services, when taking part in customer surveys, competitions and promotions, and during financial reviews;
 - (b) through your verbal and written communications to us and / or our authorized agents;
 - (c) from third parties connected to you, such as your employers, joint account holders, guarantors, security providers, co-partners, co-directors and co-shareholders, subject to your prior consent;
 - (d) from any credit reporting agencies, credit reference agencies, credit companies and / or governmental agencies such as:
 - (i) Central Credit Reference Information System (CCRIS),
 - (ii) Dishonoured Cheque Information System (DCHEQS),
 - (iii) Financial Institutions Statistical System (FISS)
 - (iv) Credit Tip-Off System Sdn Bhd (CTOS),
 - (v) RAM Credit Information Sdn Bhd (RAMCI),
 - (vi) SME Credit Bureau (M) Sdn Bhd,
 - (vii) CAGAMAS Berhad,
 - (viii) Inland Revenue Board Malaysia (LHDN).



- (e) through recorded footage from Closed Circuit Televisions (“CCTV”) at our premises;
 - (f) Companies Commission and Insolvency Department;
 - (g) from an analysis of the way you use and manage your accounts / facilities with us, from the transactions you make and from the payments which are made to / from your accounts / facilities; and / or from such other sources in respect of which you have given your consent to the disclosure of information relating to you and/ or where otherwise not restricted.
6. The Personal Data is collected and processed by or on behalf of the Bank in connection with the provision of the Facilities. Failure to supply such information may result in the Bank being unable to provide / to continue in providing the Facilities. We may use the Personal Data you provided for one or more of the following purposes (hereinafter referred to as “Purposes”), which includes but not limited to:
- a) establish your identity and background;
 - b) assess and process your application(s) / request(s) for the Bank’s Facilities; the daily operation of the banking accounts, services and/or facilities provided to you;
 - c) verify your financial standing through conducting credit reference checks (including but not limited to upon an application for credit and upon periodic or special review of the credit which normally will take place one or more times each year);
 - d) update, consolidate and improve the accuracy of our records of you;
 - e) respond to your enquiries or application(s) or complaints and to generally resolve disputes;
 - f) establish your credit worthiness;
 - g) provide you with information on our and / or third party products and / or services which we may offer to you or which we think may be of interest to you (including by way of phone call / email / text message (SMS) alert);
 - h) determining the amount of indebtedness owed to or by you;
 - i) disclose your Personal Data to the Bank for marketing, promotional and customer relationship purposes;
 - j) for crime prevention, detection and prosecution;
 - k) for investigating, reporting, preventing or otherwise in relation to breach of banking secrecy / confidential information, fraud, money laundering, terrorist financing and criminal activities generally;
 - l) enable us to consider whether to provide or continue to provide to you any of our products and services;
 - m) manage and maintain your accounts or facilities with us;
 - n) better understand your current and future investment needs and your financial situation;
 - o) improve our products and services and to develop new products and services;
 - p) notify you about benefits and changes to the features of our products and services;
 - q) administer offers, competitions, campaigns and promotions;
 - r) produce data, reports and statistics which have been anonymized or aggregated in a manner that does not identify you as an individual;
 - s) conduct research for analytical purposes including but not limited to data mining and analysis of your transactions with us;



- t) meet obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches and any member of the BOC Group to comply with, or in connection with;
 - (i) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside Malaysia existing currently and in the future (“Laws”);
 - (ii) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Malaysia existing currently and in the future and any international guidance, internal policies or procedures;
 - (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the BOC Group (together the “Authorities” and each an “Authority”) that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the BOC Group; or
 - (iv) any agreement or treaty between Authorities;
 - u) for audit, compliance and risk management purposes;
 - v) assess financial and insurance risks;
 - w) transfer or assign our rights, interest and obligations under your agreements with us;
 - x) protect or enforce our rights under your agreement with us, including to recover any debt owing to us;
 - y) for all ancillary purposes relating to the provision of facilities including the provision of computer, telecommunications and technology services;
 - z) required bylaws, guidelines and / or relevant regulatory authorities to disclose the Personal Data; and
 - aa) and any other reasonable purpose(s) which might be informed by the Bank to you in the future.
7. CCTV footage, in particular, may be used for the following purposes:
- (a) for quality assurance purposes;
 - (b) for public safety;
 - (c) for detecting and deterring suspicious, inappropriate or unauthorized use of our facilities, products, services and / or premises;
 - (d) detecting and deterring criminal behavior; and / or
 - (e) conducting incident investigations.
8. Personal Data held by us will be kept confidential but we may provide or disclose such information to the following parties (whether within or outside of Malaysia):
- (a) our / BOC Group’s authorized personnel ;
 - (b) companies and / or organization within BOC Group;
 - (c) companies and / or organization that acts as our agent, contractor, sub-contractors, service providers, lawyers, auctioneers, valuers or associates of the BOC Group (including their employees, directors, officers, agents, contractors, service providers and professional advisers);
 - (d) companies / organizations and / or third party service provider to whom we have outsourced the performance of operational functions to assist us in processing, administering and / or otherwise fulfilling transactions that you have requested for;
 - (e) companies / organizations and / or third party reward, loyalty, co-branding and privileges programme providers to whom we have outsourced the performance of operational functions to assist us in providing value added services that you have requested for;
 - (f) your advisers (including but not limited to accountants, auditors, lawyers, financial advisers or other professional advisers) where authorized by you;



- (g) any person as informed by you as authorized to, on your behalf, give instructions or to use the accounts / facilities / products / services;
 - (h) any third party as a result of any restructuring of facilities granted to you or the sale of debts, or the acquisition or sale of any company by BOC Group, provided that any recipient uses your Personal Data for the same purposes as it was originally supplied to us and / or used by us;
 - (i) the police or any enforcement authorities' officer conducting an investigation in connection with any offences including suspected offences;
 - (j) any rating agency or any insurer / insurance broker or internal auditor or external auditor of the Bank / BOC Group;
 - (k) or any other database or system established by BNM or any person to whom the Bank may disclose or is under any obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank;
 - (l) any credit reference agency that we use for credit assessment or credit review of you and parties related to the facilities provided by us to you or any other bureau or company or person providing credit checks or who provides direct or indirect credit protection to us or BOC Group whether or not established or approved by BNM or any other governmental or regulatory authority or body, Cagamas Berhad and / or Credit Guarantee Corporation Malaysia Berhad;
 - (m) any guarantor or collateral provider for the Facilities;
 - (n) any financial institutions, merchants, Union Pay International Co. Ltd, and any other card associations in relation to any credit card, debit card or prepaid card issued to you by us;
 - (o) any person, authorities or regulators to whom the Bank and BOC Group is permitted or required to disclose to under the laws within or outside Malaysia;
 - (p) any person intending to settle any moneys outstanding under any of your account with us; and / or
 - (q) any person connected to the enforcement or preservation of any of our rights under your agreements with us.
9. We may transfer your Personal Data to places outside of Malaysia when carrying out any of the purposes stated herein if:
- (a) you have given consent to such transfer;
 - (b) such transfer is necessary for the performance of a contract between you and the Bank;
 - (c) such transfer is necessary for the conclusion or performance of a contract between the Bank and a third party which is entered into at your request or is in your interest;
 - (d) such transfer is for the purpose of any legal proceedings or for the purpose of obtaining legal advice or for establishing, exercising or defending legal rights;
 - (e) the Bank has reasonable grounds for believing that in all circumstances of the case that:
 - (i) such transfer is for the avoidance or mitigation of adverse action against you;
 - (ii) it is not practical to obtain your consent in writing to such transfer;
 - (iii) if it is practical to obtain such consent, you would have given your consent;
 - (f) the Bank has taken all reasonable precautions and exercised all due diligence to ensure that your Personal Data will be processed in that place in accordance with Malaysian law;
 - (g) such transfer is necessary to protect your vital interests; or
 - (h) where the government deems that such transfer is necessary in the public interest
10. If you wish to opt-out from the sharing of your personal data with the Bank, Bank of China group of companies and / or any third parties for marketing and promotional purposes, you are required to walk in to the Bank's branches or email scanned copy of signed opt-out letter to register your instruction with written notice to opt-out of the said sharing and a copy of the standard written notice can be collected over the counter of any of the Bank's branches.
11. The Bank has the discretion to keep the Personal Data provided by you as long as it is required to meet the purposes as stated herein or until a withdrawal / revocation of consent in writing is received by the Bank to terminate the processing of the Personal Data provided by you or for the duration of your relationship with the Bank or for such period as may be necessary to protect the interest of BOC Group or otherwise required by the law / judicial / legal / government authorities and / or where required by BOC Group relevant policies.



12. The Bank reserves its absolute right, without prior notice, to vary, revise, amend any of the provisions stated herein at any time. Any variations, addition, deletions or amendments (hereinafter referred to as the "Amendments") to the provisions herein shall be binding on you and be deemed to be brought to your attention a notice from the Bank to your last known address and / or published in the Bank's official website.
13. This Notice shall apply in relation to the usage, processing and disclosure of the data of any other individual who is not a customer but whose data is required to be collected by the Bank by reason of, or incidental to, the provision of the Facilities by the Bank to the customer, whether the customer concerned is another individual(s) or is a company, business entity or organization. In this regard, the customer confirms and warrants that the customer has obtained the consent of such individuals to the provision of such data to the Bank for foregoing purposes and for disclosure to such parties as stipulated above.
14. Your continued usage of the Facilities is deemed consent for the Bank to collect, process and store the data in accordance with the above. Failure to consent may result in the Bank not being able to open, to provide or continue to provide the Facilities to you.
15. You have the right, upon payment of a prescribed fee and upon written request to the Bank (by completing the necessary form), to have access to your Personal Data in our possession.
16. Where you are of the opinion that the Personal Data held by us is inaccurate, incomplete, misleading or where relevant, not up-to-date, you may make a request in writing (by completing the necessary form) to correct and / or to update your Personal Data.
17. Please note that we reserve the right to withhold access to your Personal Data in certain situations, for example, when we are unable to confirm your identity or where the data requested for is of a confidential commercial nature or in the event we receive repeated requests for the same data. Nevertheless, we will notify you of the reasons for not being able to accede to your request.
18. Please also note that we may exercise our discretion in allowing the corrections requested and / or may require further documentary evidence of the new data to avoid fraud and inaccuracy.
19. You may contact the Bank if you have any inquiries or complaints in relation to this Privacy Notice or on how we handle your personal data, by writing or calling:

Customer Care Hotline: +603-2059 5566

Mail Address: The Personal Data Protection Officer, Bank of China (Malaysia) Berhad, Grd, Mezz & 1st Floor, Plaza OSK, 25 Jalan Ampang, 50450 Kuala Lumpur