

Effective Date: 6 April 2023

TERMS AND CONDITIONS GOVERNING DUITNOW QR

In these Terms and Conditions Governing DuitNow QR (“Terms”), reference to “you”, “your” and “yours” refers to BOCM customer who is utilizing the DuitNow QR and has an account with BOCM and reference to “BOCM”, “we”, “our”, “ours” and “us” refers to Bank of China (Malaysia) Berhad.

Please read this Terms and Conditions carefully as they apply and regulate your use of BOCM’s DuitNow QR service (“DuitNow QR”). It is important that you read and understand the Terms and Conditions carefully as it highlights your responsibilities, the operations and possible risks in using DuitNow QR.

By agreeing, accessing or utilizing the DuitNow QR or any page or part thereof, whether via the mobile and/or any other available electronic medium, you agree to be bound by these Terms and Conditions (including any amendment, modification or revision to the Terms and Conditions).

DuitNow QR is provided as part of BOCM’s Mobile Banking App service, and shall be read in conjunction with the Terms and Conditions Governing Electronic Banking Services, Specific Terms Governing the Use of Mobile Banking App Biometric Authentication, Terms and Conditions Governing UnionPay QR Code Payment and any other applicable Banking Services terms and conditions without limitation or qualification.

We reserve the right to amend, modify or revise these Terms and Conditions, wholly or in part, at any time or from time to time and in such case, we will, subject to giving thirty (30) days prior notice, communicate such amendment, modification or revision of these Terms to you via such mode as determined by us including but not limited to announcement on our website and/or Mobile Banking App. Your access and/or continued use of the DuitNow QR subsequent to any such amendment, modification or revision to the Terms will be deemed as your acceptance to those changes.

Definitions

“Account” means an E-money account offered by issuers of E-Money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/or Islamic deposit accounts, current accounts, virtual internet accounts and/or Islamic investment account. Additionally means all line of credit accounts tied to payment cards where transaction is made.

“Business Day” means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

“**Cross-Border QR**” means a service which facilitates point-of-sale payments to Foreign Merchants by scanning the QR codes issued by the Participating Switches.

“**Dynamic QR**” means a QR Code that is generated on-demand and usually has an expiry. Dynamic QR generally requires the Merchant or Recipient to key in the amount of the payment or credit transfer.

“**E-money**” means a 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.

“**Foreign Merchant**” means an individual who is residing outside Malaysia, or a company, body corporate, business (including sole proprietor and partnership) incorporated outside Malaysia that accepts payments via Cross-Border QR service, for purchase of goods and/or services.

“**Merchant**” means individuals, businesses including sole proprietors, partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar entities

“**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.

“**DuitNow QR Owner & Operator**” means Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 [836743-D])

“**Participating Switch**” means a foreign institution that collaborates with PayNet to provide the Cross-Border QR service in its respective country to its Acquirer or Issuer (as the case may be).

“**Recipient**” means an individual who receives of funds via the DuitNow QR service.

“**Static QR**” means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the individual to key-in the amount of the payment or credit transfer.

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

1. Introduction

1.1 These Terms apply to and regulate your use of the DuitNow QR service offered by us. The DuitNow QR Service allows you to transfer funds from your designated

BOCM Account to a Merchant's or Recipient's Account by scanning the Merchant's or Recipient's QR Code. This service also allows you to transfer funds to the Merchant by generating the Payer's QR Code to be scanned by the Merchant.

- 1.2 The Cross-Border QR Service is an extension of DuitNow QR Service which allows you to transfer funds to a Foreign Merchant's Account by scanning the QR codes issued by Participating Switches. Reference to DuitNow QR unless inconsistent with the context in these Terms & Conditions shall also refer to Cross-Border QR.

2. DuitNow QR Service

- 2.1 If you wish to send funds via DuitNow QR, you must first download and install BOCM mobile application on your mobile device and select an Account to be used by BOCM for deduction of funds for payments made via DuitNow QR. BOCM mobile application enables you to perform a push payment by scanning a Static QR Code or a Dynamic QR Code displayed by the Merchant or Recipient.
- 2.2 You are responsible for ensuring that the transaction amount keyed-in or displayed on your mobile application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR Code shall be deemed by BOCM to be correct upon your confirmation of the transaction. BOCM is under no obligation whatsoever to verify that the amount paid by you matches with the Merchant's or Recipient's amount.
- 2.3 We will notify you on the status of each successful DuitNow QR transaction via any of our available communication channels chosen by you.
- 2.4 You acknowledge and agree that we shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Recipient is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, you agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3. Recovery of Funds

- 3.1 You have rights in relation to the investigation and recovery of erroneous or mistaken DuitNow QR transactions as stated in Clause 4 and unauthorised or fraudulent DuitNow QR transactions as stated in Clause 5 made from your Account.
- 3.2 For Cross-Border QR Service, all payment disputes shall be raised within 30 calendar days from the date of transaction. We and the DuitNow QR Owner &

Operator reserve the right to reject any disputes that were raised by you after the said duration.

4. Erroneous or Mistaken DuitNow QR Transaction

4.1 If you have made an erroneous or mistaken DuitNow QR transaction, you may request for recovery of the funds. Within ten (10) Business Days from the date of your recovery of funds request, we will work with the affected Merchant's or Recipient's bank to return the said funds to you within seven (7) Business Days, provided the following conditions are met:

4.1.1 The funds were actually wrongly credited into the affected Merchant's or Recipient's Account;

4.1.2 If funds have been wrongly credited, whether the balances in the affected Merchant or Recipient's Account is sufficient to cover the funds recovery amount;

4.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; or

4.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.

4.2 For requests for recovery of funds request between eleven (11) Business Days and seven (7) months from the date the erroneous transaction was made:

4.2.1 The affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;

4.2.2 The affected Merchant's or Recipient's bank must deliver notifications to the affected Merchant or Recipients in writing regarding the funds recovery requests, whereby the erroneously credited funds would be recovered through debiting the affected Merchant's or Recipients' Account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidence that the affected Merchant or Recipient is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipient's Account and remit the funds back to you.

4.3 For requests to recover funds after (7) months from the date of the erroneous transaction was made:

- 4.3.1 The affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
- 4.3.2 The affected Merchant's or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent to debit the Merchant or Recipient account within ten (10) Business Days; and
- 4.3.3 Once consent is obtained, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipient's Account and remit the funds back to you within one (1) Business Day.

5. Unauthorised or Fraudulent DuitNow QR Transaction

- 5.1 For DuitNow QR transactions which were not authorised by you or which are fraudulent, we will, upon receiving a report from you alleging that an unauthorised or fraudulent DuitNow QR transaction was made, remit the funds back to you provided the following conditions are met:
 - 5.1.1 We shall conduct an investigation and determine, within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur;
 - 5.1.2 If we are satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by you, we shall initiate a reversal process whereby all debit posted to Your account arising from the unauthorised or fraudulent payment instruction would be reversed.

6. Liability and Indemnity

- 6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow QR Owner & Operator shall not be liable to you or any third party for any losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow QR Service offered by us arising from:
 - 6.1.1 Your negligence, misconduct or breach of any of these Terms;
 - 6.1.2 Insufficient funds in your Account for us to process the DuitNow QR transaction;
 - 6.1.3 You have exceeded your daily transfer limit;
 - 6.1.4 Any payment instruction given or purported to be given by you;
 - 6.1.5 Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or Recipient or wrong third party; or
 - 6.1.6 The suspension, termination or discontinuance of the DuitNow QR Service.

- 6.2 You shall indemnify us, our affiliates, and the DuitNow QR Owner & Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against us, our affiliates, and/or the DuitNow QR Owner & Operator resulting from any negligent and/or fraudulent act to the Terms and Conditions Governing DuitNow QR by you.

7. General

- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, by providing you with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow QR Service after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that we may terminate your use of the DuitNow QR Service with us for any reason, with prior notice.
- 7.3 You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms by providing you with thirty (30) days' notice in such manner as we deem fit.
- 7.4 You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.
- 7.5 These Terms and governed by and shall be construed in accordance with the laws of Malaysia.