

## TERMS AND CONDITIONS GOVERNING UNIONPAY QR CODE PAYMENT (“TERMS AND CONDITIONS”)

Please read this Terms and Conditions carefully as they apply and regulate your use of Bank of China (Malaysia) Berhad’s UnionPay QR Code Payment service (“UnionPay 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 UnionPay QR.

By agreeing, accessing or utilizing the UnionPay 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).

UnionPay QR is provided as part of Bank of China (Malaysia) Berhad’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 Debit Card 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 twenty one (21) days prior notice, communicate such amendment, modification or revision of these Terms and Conditions 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 UnionPay QR subsequent to any such amendment, modification or revision to the Terms and Conditions will be deemed as your acceptance to those changes.

If you choose **NOT** to accept these terms and conditions or any of its revisions, you will not be able to access and/or use of the UnionPay QR.

### 1. DEFINITION

The following definitions apply unless otherwise stated:-

**BOCM** or **we** refers to Bank of China (Malaysia) Berhad (Registration No. 200001008645(511251-V)).

**Buyer** or **you** refers to a customer of BOCM who makes QR Payment via the UnionPay QR.

**Card** refers to Buyer’s BOCM UnionPay International Debit Debit Card.

**CASA** refers to Buyer’s BOCM Current Account and/or Savings Account.

**Cashier** refers to the person who is given authority by a Seller to generate QR Codes and receive QR Payments from the Buyer on behalf of the Seller.

**Dynamic QR Code** refers to a unique and changeable code that can be produced by either the Seller/Buyer containing the Seller's/Buyer's account details and transaction information embedded within the code. Dynamic QR code can only be scanned once. Buyer does not need to enter the amount when making QR Payments using Dynamic QR code. The Dynamic QR code can be generated by either the Seller/Buyer.

**Mobile Banking App** means the mobile banking app provided by BOCM.

**Mobile Banking App Biometric Authentication (Biometric)** means a simplified sign-in option on your Mobile Banking App, and your Fingerprint ID or Face ID, as the case may be 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 Device(s)** refers to the mobile phone or such other communication device which is used to access UnionPay QR and/or the Mobile Banking App.

**MYR** means Ringgit Malaysia, the lawful currency of Malaysia.

**Passcode/Password** refers to the passcode/password for access to Mobile Banking App and/or UnionPay QR.

**QR Code** refers to quick response code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are 2 types of QR codes, namely, Static QR Code and Dynamic QR code.

**Static QR Code** refers to a fixed and unchangeable code produced by the Seller which ONLY has the Seller's account details embedded within the code. Static QR Code can be scanned repeatedly. The Buyer is required to enter the amount when making QR payments using Static QR code.

**QR Payments** refers to payments made by the Buyer by transferring monies for the goods/services purchased from the Seller into the Seller's account using UnionPay QR.

**Scan** refers to a function in the Mobile Banking App whereby the Buyer will use this function to scan the Seller's Static/Dynamic QR Code for QR Payments.

**Security Codes** refers to Username, Password and/or PIN and/or such other confidential authentication information that is required to access and/or use the UnionPay QR, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by the Bank from time to time.

**Seller** refers to the company who registers to become a UnionPay International merchant and receives QR Payments for good and services from Buyer through BOCM's UnionPay QR.

**UnionPay QR** is a service which allows the Buyer to make payments to a Seller for goods and services using a unique two-dimensional QR Codes via UnionPay International whereby the Buyer will use this function to scan the Seller's Static/Dynamic QR Code or the Seller to scan the Buyer's Dynamic QR Code for QR Payments.

## **2. ELIGIBILITY**

UnionPay QR is offered to Buyers who are individual or sole proprietor users of the Mobile Banking App.

## **3. BOCM MOBILE QR SERVICES**

3.1. Buyer agrees to download and install Mobile Banking App to setup and use the UnionPay QR. Buyer is required to select a UnionPay International Debit Card to be used by BOCM for deduction of funds for QR Payment.

3.2. Buyer shall observe all security measures prescribed by BOCM from time to time relating to UnionPay QR including but not limited to the following measures:-

- enable lock on the Mobile Device(s);
- do not keep any written record of Security Codes on, with or near the Mobile Device(s);
- do not display or to allow another person to see the Security Codes during Security Codes entry;
- do not use the Security Codes negligently or recklessly which will contribute to or cause losses from any unauthorized UnionPay QR transaction by any third party;
- avoid using date of birth, identity card number or mobile number as the Security Codes;
- check the Account details and transactions and report any discrepancy without undue delay;
- log out from the Mobile Banking App properly after use and do not leave your Mobile Device(s) unattended;
- ensure correct profile is used when using the UnionPay QR;
- at no time and under no circumstances shall the Buyer reveal his/her Security Codes to anyone including to any of BOCM staff.

If the Security Codes is exposed or suspected to be exposed to another person or if the Mobile Device(s) is lost or stolen, Buyer shall immediately inform BOCM.

3.3. Buyer shall not use UnionPay QR unless there are sufficient funds in your CASA/Card. For CASA/Card, the balance shall exclude uncleared cheque(s) or remittances not received. BOCM shall be entitled to refuse to act on any such instruction without incurring any liability whatsoever, including but not limited to, any of the following scenarios:

- The funds/credit in the Buyer's CASA/Card is insufficient to effect, perform or process that instruction;
- The Buyer has exceeded the daily transaction/transfer limit;
- The Buyer's CASA/Card is frozen or closed; or
- BOCM knows or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

3.4. The UnionPay maximum daily accumulated purchase limit is MYR10, 000 unless specified otherwise by the Buyer in the application form for the Card or the Buyer's Mobile Banking App. BOCM may from time to time change the maximum and minimum limits on UnionPay via prior notice on BOCM's website and Buyer shall be bound by the limits imposed.

3.5. Passcode/Password is required for any amount of financial transactions.

3.6. Buyer agrees that UnionPay is only usable at participating Seller with UnionPay International logo acceptance.

**3.7. Overseas Transactions**

a. UnionPay is usable at participating overseas Seller with UnionPay International logo acceptance.

b. If a UnionPay QR transaction is made in currency other than the MYR, the UnionPay QR will be converted into MYR at such exchange rate and at such time as may be determined by UnionPay International at its absolute discretion plus a currency conversion mark up at the following rates or such rates as determined by BOCM from time to time or at any time:

<b>Card Scheme</b>	<b>Currency Conversion Mark Up</b>
UnionPay International	1.00% of addition markup fees on top of converted transactions amount in MYR

3.8. Buyer understands that the "QR Code" and the "Scan" options on UnionPay QR only allows the Buyer to perform the transaction by debiting from his/her CASA/Card.

3.9. Buyer is wholly responsible to ensure the amount is correct and the Seller's information is displayed prior to confirming the transaction. The amount entered by the Buyer and/or information transmitted via QR Code shall be deemed by BOCM to be correct upon Buyer's confirmation of the transaction. BOCM is under no obligation whatsoever to verify the amount paid or transferred matches with the Seller's amount.

3.10. BOCM will accept and act upon any instruction issued and/or transmitted via UnionPay QR (whether actually authorized by the Buyer or otherwise) as the Buyer's

authentic and duly authorized instruction. BOCM shall be under no obligation whatsoever to investigate the authenticity or authority of person(s) effecting the instruction or verify the accuracy and completeness of the instruction. The instruction will be treated as valid by BOCM notwithstanding any error, fraud, forgery, lack of clarity or lack of knowledge by the Buyer in the terms of such instruction.

3.11. The Buyer authorizes BOCM to effect, perform or process payments into the Seller's account which is embedded within the QR Code.

### 3.12. Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Seller and/or Cashier and the Buyer), the settlement of such disputes shall be between the Buyer and Seller and/or Cashier. BOCM will NOT revoke and/or reverse successful transactions or be involved in the dispute settlement between the Buyer and Seller and/or Cashier.

BOCM shall not be held responsible amongst others for disputes arising from:-

- the Buyer not receiving any goods or services from the Seller and/ or Cashier;
- the Seller and /or Cashier not being contactable;
- any wrongful or miscommunication by the Seller and /or Cashier to Buyer; or
- any wrong / fraudulent / unauthorized payment.

### 3.13. Liability for unauthorized transaction.

a. The Buyer shall take all reasonable precautions to prevent any unauthorized use of UnionPay QR. In the event of any loss or theft of their Mobile Device(s), Buyer shall notify the Bank by telephone immediately upon the discovery of such lost or theft of Mobile Device(s) in order for BOCM to disable the Mobile Banking App.

b. The Buyer understands and acknowledges that if any third party obtains access to the Buyer's Mobile Device(s) and/or Mobile Banking App and/or Security Codes, such third party will be able to carry-out UnionPay QR transactions. The Buyer shall be responsible for all UnionPay QR transactions carried out through the Buyer's Mobile Device(s) and BOCM shall not be liable in any manner whatsoever for such transactions.

c. The Buyer will be liable for unauthorized transactions if Buyer have:

- acted fraudulently;
- delayed in notifying BOCM as soon as reasonably practicable after having discovered the loss or unauthorized use of the UnionPay QR and/or Mobile Device(s);
- failed to protect the security of their Security Codes/ Password and Mobile Device(s) including but not limited to voluntarily disclosing the Password to another person; or allowing another person to use their Mobile Device(s).

3.14. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, by accessing and/or using the UnionPay QR, the Buyer expressly agrees that the use of the UnionPay QR is at the risk of the Buyer and the Buyer shall assume all risk arising from or in connection with the use of the UnionPay QR.