TERMS AND CONDITIONS GOVERNING UNIONPAY QR CODE PAYMENT ("TERMS AND CONDITIONS")

Please read this Terms and Conditions carefully as they govern 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 these Terms and Conditions as they outline your responsibilities, the operational details, and the potential risks associated with using UnionPay QR.

By accessing or utilizing the UnionPay QR or any 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. In such an event, 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** or **us** 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 authorized by the 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 generated by either the Seller/Buyer containing the Seller's/Buyer's account details and transaction information embedded within the code. A Dynamic QR code can only be scanned once. The Buyer is not required to enter the payment amount when making QR Payments using Dynamic QR code.

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

Mobile Banking App Biometric Authentication means a simplified sign-in option within your Mobile Banking App, whereby your Fingerprint ID or Face ID, as the case may be, shall constitute one of your Security Code by which BOCM identifies you for the purpose of enabling transactions through Mobile Banking App.

Mobile Device(s) refers to the mobile phone or such other communication device 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 payment 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 QR Code /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 that registers to become the 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 QR Code /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. The Buyer agrees to download and install the Mobile Banking App in order to set up and use the UnionPay QR. The Buyer is required to select a UnionPay International Debit Card to be used by BOCM for the deduction of funds for QR Payment.

3.2. The Buyer shall observe all security measures prescribed by BOCM from time to time in relation to the use of 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 in a manner that may contribute to or cause losses arising from any unauthorized UnionPay QR transaction by a third party;
- avoid using easily identifiable information such as date of birth, identity card number or mobile number as the Security Codes;
-regularly check the Account details and transactions history and report any discrepancies without undue delay;
- log out from the Mobile Banking App properly after use and do not leave your Mobile Device(s) unattended;
- ensure that the correct user profile is used when using the UnionPay QR;
-at no time and under no circumstances shall the Buyer reveal or disclose his/her Security Codes to anyone, including any staff of BOCM.

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

3.3. The Buyer shall not use UnionPay QR unless there are sufficient funds in your CASA/Card. For the purpose of determining sufficient funds in the CASA/Card, the available balance shall exclude any uncleared cheque(s) or remittances not yet 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 are insufficient to effect, perform or process that instruction;
- The Buyer has exceeded the daily transaction/transfer limit;
- The Buyer's CASA/Card has been 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 maximum daily accumulated purchase limit for UnionPay QR is MYR10, 000, unless otherwise specified by the Buyer in the Card application form or through the Buyer's Mobile Banking App. BOCM may, from time to time, change the maximum and minimum limits on UnionPay QR via prior notice on BOCM's website, and the Buyer shall be bound by such revised limits.

3.5. Passcode/Password is required for the authentication and completion of all financial transactions performed via UnionPay QR, regardless of the transaction amount.

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

3.7. Overseas Transactions
a. UnionPay QR may be used at participating overseas Seller that display the UnionPay International logo.

b. If a UnionPay QR transaction is made in a currency other than MYR, the UnionPay QR transaction amount 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:

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

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

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

3.10. BOCM shall be entitled to 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, nor to verify the accuracy and/or 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 respect of such instruction.

3.11. By using UnionPay QR, the Buyer authorizes BOCM to effect, perform or process payments to the Seller's account as embedded within the QR Code.

3.12. Handling Disputes
In the event of any disputes (including but not limited to disputes concerning the amount paid arising from errors or mistakes by either the Seller and/or Cashier or the Buyer), the settlement of such disputes shall be between the Buyer and the Seller and/or Cashier. BOCM shall NOT revoke and/or reverse any successful transactions, nor shall BOCM be involved in any dispute settlement between the Buyer and the Seller and/or Cashier.

BOCM shall not be held responsible, amongst others, for any disputes arising from the following circumstances: -
- the Buyer not receiving any goods or services from the Seller and/ or Cashier;
- the Seller and /or Cashier being uncontactable;
- any wrongful communication or miscommunication by the Seller and /or Cashier to the Buyer; or
- any wrongful / 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 his/her Mobile Device(s), the Buyer shall immediately notify the Bank by telephone upon discovering such loss 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 gains access to the Buyer's Mobile Device(s) and/or Mobile Banking App and/or Security Codes, such third party will be able to perform 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 shall be liable for any unauthorized transactions if Buyer has:

- acted fraudulently;

- delayed in notifying BOCM as soon as reasonably practicable after discovering the loss or unauthorized use of the UnionPay QR and/or Mobile Device(s);

- failed to protect the security of his/her 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.