



## **SPECIFIC TERMS GOVERNING THE USE OF MOBILE BANKING APP BIOMETRIC AUTHENTICATION (“BIOMETRIC”) SERVICE**

1. These terms and conditions (“T&C”) apply to and regulate your use of the Mobile Banking App Biometric Authentication (“Biometric”) service provided by Bank of China (Malaysia) Berhad (“BOCM”).
2. The Biometric service is provided as part of the BOCM’s Electronic Banking Services , and accordingly, these T&C are in addition to and shall be read in conjunction with BOCM’s Terms and Conditions Governing Electronic Banking Services (including any amendment and variation) and such other terms and conditions as may be expressly stated in this T&C.
3. In the event of any conflict of inconsistency, the T&C shall prevail in relation to any matter concerning the Biometric service to the extent of such conflict or inconsistency.
4. In this T&C, unless the context otherwise requires and save as specifically defined in this T&C, words and expressions defined in the Terms and Conditions Governing Electronic Banking Services shall have the same meanings when used in this T&C.
5. You must accept and agree to these T&C before you are able to use the Biometric service. If you do not accept these T&C, you will not be able to access or use the Biometric service. By agreeing and accepting these T&C, you acknowledge and agree that you have successfully activated the Biometric service.
6. To use the Biometric service, you will need to:
  - i. register your Mobile Device with Mobile Banking App and log in to the Mobile Banking App;
  - ii. register your Fingerprint or Face 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
7. Upon successful activation, you may use the Biometric service to access the Mobile Banking App on your Mobile Device through fingerprint/face identification as an alternative to your Mobile Banking Service username and password.



8. You may still choose to access the Mobile Banking App using your Mobile Banking Service username and password.
9. 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.
10. For avoidance of doubt, all Fingerprint or Face 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 or Face data is stored on BOCM’s servers. For the purpose of the Biometric service, verification of the Fingerprint or Face is effected by the Mobile Device itself. Once the Fingerprint or Face 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.
11. 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 by using their fingerprint or facial identification, as the case may be.
12. You agree that by using your Fingerprint or Face to access Mobile Banking App via Biometric service, BOCM relies on the Mobile Device to provide the authentication once you have activated the Biometric service.
13. You shall not register any third party fingerprint as your Fingerprint or any third party face as your Face, as doing so will enable the third party(s) to have access to your Account via Biometric service and perform all functions / transactions via Mobile Banking App.
14. If you have any third party fingerprint or third party face stored on your Mobile Device, you are required to and you hereby warrant that such third party fingerprint or third party face, as the case may be, has been deleted from your Mobile Device prior to your activating Biometric service.
15. Your Fingerprint or Face should be treated with the same level of security as your other Security Code to prevent any unauthorized access to your Account.
16. You shall deactivate Biometric service in the event that you change or dispose your Mobile Device.
17. You acknowledge that BOCM owes no duty to verify that it is your Fingerprint or Face 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 use 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.
18. You acknowledge that In the event that you have lost your Mobile Device, you are to deactivate Biometric service immediately by contacting BOCM Contact Center 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.
19. BOCM may in its absolute discretion and at any time and from time to time, suspend, restrict or terminate your access to Biometric service.
20. You shall be given twenty one (21) days prior written notice of any changes amendment, supplement, addition and/or variation to the T&C 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 Biometric service, you shall be deemed to have accepted the revised T&C accordingly.

You should read and understand the T&C, including any amendment, supplement, addition and variation to the T&C, before processing any transaction through the Biometric service.