中国银行 马来西亚
BANK OF CHINA (MALAYSIA) BERHAD 200001008645(511251-V)

Effective Date: 3 March 2026

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
i. Terms and Conditions Governing DuitNow Request
j. Terms and Conditions Governing DuitNow Online Banking/Wallets
k. Terms and Conditions Governing Consent
l. Terms and Conditions Governing the use of BOCM Debit Card

(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 (Registration No. 200001008645 (511251-V)), a company registered in Malaysia and having its registered office at 2nd Floor, Plaza OSK, 25 Jalan Ampang, 50450 Kuala Lumpur.

BOCnet means BOCM web-based internet banking.

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

BOC Soft Token / BOC Soft Token PIN means the 6-digit Personal Identification Number (PIN) that is created by You to access the Mobile Banking Services and/or perform transactions via Mobile Banking App.

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.

Email OTP refers to the One-Time Password in electronic means delivered to your registered email address in BOCM's record or your last updated email address with BOCM. Email OTP is used as an additional authentication together with other secure controls such as E-Token or BOC Soft Token.

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, BOC Soft Token PIN, verification code, whether generated by the E-Token or SMS OTP or Email 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.

Transaction Authentication means the digital authentication feature in the Mobile Banking App that enables the digital signing and approving of an online transaction by You.

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;
- have received 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 the slip and the E-Token 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 Mobile Banking 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 reused.

2.5 BOC Soft Token PIN, i.e. the 6-digit PIN created by You (and exclusively known by You) as an authentication tool when performing transactions or to access the Mobile Banking Services and/or perform transactions via Mobile Banking App.

2.6 From time to time, BOCM reserves the right to modify or upgrade the online security including the E-Token/BOC Soft Token/Email OTP. 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 except to the extent the loss arises from BOCM's own gross negligence, fraud or wilful default.

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:

- have no obvious connection to your name, address, birth date or driver's licence number;
- are 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 complete all the steps listed below:

i. enter your ID number;

ii. enter the 16 digits of your Debit Card number;

iii. enter the Security Code and E-Token Password/BOC Soft Token PIN; and

iv. enter the Email OTP

3.2A.2 Forgot Password

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

i. enter your ID number;

ii. enter the 16 digits of your Debit Card number;

iii. enter the Security Code and E-Token Password/BOC Soft Token PIN; and

iv. enter the Email OTP

After you have completed all the steps listed above, you shall key in your new Password and confirm your new Password, and followed by the E-Token Password/BOC Soft Token PIN.

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

3.3 You shall, amongst others:

(a) keep your Username and Password secure at all times;

(b) not disclose the E-Token Password/BOC Soft Token PIN/Email OTP to anyone;

(c) not disclose the serial number of the E-Token to anyone;

(d) keep secure, undamaged and safe the E-Token and all information provided to you for your use of the Services;

(e) change your Username as soon as practicable upon receipt of our notification – once changed, the Username cannot be further altered;

(f) 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;

(g) 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/BOC Soft Token PIN/Email OTP 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/BOC Soft Token/Email OTP, you must notify us immediately at 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 whose Mobile Devices support the "Manage Fingerprint ID Login" or "Manage Face ID Login" feature/function may access the 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 the Biometric service, BOCM will rely on the Mobile Device to provide the authentication once you have activated 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 the 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 the 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, by giving prior notice to you, suspend, restrict or terminate your access to Biometric service.

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 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:-

(a) the lost occurred was due to BOCM's gross negligence or wilful default; or

(b) 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.

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 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.

8.1 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 21 days prior notice to you and without any liability whatsoever to you or any other third party for doing so, except to the extent the loss arises from BOCM's own gross negligence, fraud or wilful default.

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 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 immediate notice to us of any disclosure, compromise or breach of your security obligation in respect of your Username, Password or E-Token/BOC Soft Token/Email OTP by telephone at 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:-

Call Center Tel: 603-2059 55 66
Email: callcenter@my.bank-of-china.com

Correspondence Address:
Bank of China (Malaysia) Berhad
2nd Floor, Plaza OSK
25, Jalan Ampang
50450 Kuala Lumpur
(Attention to: Call Center)

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 RELATED TO PROVISIONAL CREDIT

14.1 BOCM shall commence its investigation on Your complaint / dispute regarding the disputed/unauthorised transaction(s) ("Complaint") only upon receipt of all complete information and document(s) from You.

14.2 In the event BOCM extends the investigation beyond 14 working days from the date of receipt of the complete information and documents as provided in Clause 14.1 above, BOCM will grant a provisional credit to you up to the full amount of the unauthorised/disputed transaction or RM5,000 per disputed case, whichever is lower.

14.3 Any provisional credit granted to you is strictly on a without prejudice basis and shall not constitute or be construed as an admission of liability on BOCM part.

14.4 In the event the investigation exceeds 30 working days from the date of receipt of the complete information and documents as provided in Clause 14.1 above and/or the amount of the unauthorised/disputed transaction(s) exceeds RM5,000, the Bank shall credit the remaining amount of the unauthorised /disputed transaction (including any interest or profit where applicable) to you no later than 30 working days from the date of receipt of the Complaint , provided that the investigation has not been concluded by such time.

14.5 You shall not close any of the Account until BOCM has concluded its investigation and communicated the outcome of its investigation to you.

14.6 If BOCM's investigation reveals / concludes that the unauthorised/disputed transaction(s) arose due to Your negligence, wilful misconduct, fraudulent act or you allowing a third party to access Your security details, You shall be held liable for the unauthorised /disputed transaction(s). In such event, any provisional credit granted to you will be reversed and /or must be repaid to BOCM.

14.7 Further to Clause 14.6 above, in the event You fail to repay the provisional credit and/or remaining amount due (if any) within the time frame as notified by BOCM, BOCM shall be entitled to report the outstanding provisional credit and/or the remaining amount (if any) into the Central Credit Reference Information System (CCRIS) as unreturned/unpaid/outstanding debt on Your part after 6 months from the date of the final decision concluded.

14.8 In the event You decide to pursue the unauthorised /disputed transaction(s) with Financial Markets Ombudsman Service (FMOS) within 6 months from the date of the final decision made by BOCM, and FMOS subsequently determines that You are liable for or at fault in respect of the unauthorised / disputed transaction(s), BOCM shall report the outstanding provisional credit and/or the remaining amount (if any) as unreturned, unpaid or outstanding debt on Your part should You fail, refuse or neglect to repay such outstanding provisional credit and/or remaining amount within the timeframe stipulated by BOCM via written notice

14.9 If BOCM discovers that You have attempted to make false claims in respect of any unauthorised /disputed transaction(s), BOCM shall have the right to report such false claims to the appropriate authorities for their further action, without prejudice to any of BOCM's rights to take any other action against you as permitted under law.

15. 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.
- We will not issue you any statements of e-Pocket. You shall log in to Mobile Banking App to view the transaction history and details from Transaction Details under My Accounts function.
- 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.

16. GENERAL

16.1 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.

16.2. 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.

16.3 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.

16.4 Account Information

You agree and acknowledge that any information pertaining to your Account as reported through the Services may not necessary 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.

16.5 Records

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

16.6 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.

16.7 Invalidity

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.

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 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.

16.13 Security warning by BOCM

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

16.14 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.