

Terms and Conditions Governing the Use of Great Wall Prepaid Card

Syarat dan Peraturan untuk Kad Prabayar Great Wall

长城预付卡的条款与细则

Terms and Conditions Governing the Use of Great Wall Prepaid Card (“Terms and Conditions”)

This Terms and Conditions govern the operation and your use of the BOCM Great Wall Prepaid Card (UnionPay Card Brand) (“GWPPC”). It is important that you read and understand this Terms and Conditions carefully and retain them for future reference. When you acknowledge receipt of the BOCM GWPPC, sign on the Card or use the Card for the first time, you are deemed to have read, accepted and agreed to be bound by the Terms and Conditions below.

1.0 Definitions & Interpretation

1.1 In this Terms and Conditions, the following terms have the meanings assigned thereto:

- **Account** or **Card Account** means an account (either MYR Account or CNY Account as the context may require) opened by and maintained with the Bank under the name of the Cardholder to which the Charges shall be debited.
- **Bank** or **BOCM** means Bank of China (Malaysia) Berhad (511251-V) and includes its branches
- **Billing Currency** means the card currency type. For MYR-GWPPC, the Billing Currency is Malaysian Ringgit. For CNY-GWTPC, the Billing Currency is Chinese Yuan.
- **Business Day** means a day where the Bank is open for business to the public.
- **Card** means the Great Wall Prepaid Card (“GWPPC”) issued by the Bank to the Cardholder and includes MYR-GWPPC and CNY-GWTPC.
- **Cardholder** means a person to whom a Card is issued and registered as an authorized user of the Card.
- **Charges** means the aggregate value or amount of all purchases of goods and/or services effected by the use of the Card and all relevant fees, charges, interest, costs and expenses in connection therewith.
- **CNY** means the currency of Chinese Yuan.
- **CNY-GWTPC** means BOCM Chinese Yuan Great Wall Travel Prepaid Card.
- **Credit Balance** means the balance available in credit in favour of the Cardholder in his/her Card Account.
- **UnionPay** (“UPI”) means UnionPay International, a bank card association.
- **Reload** or **“Top up”** means the amount credited by the Cardholder into his Card Account to make available a certain sum for the purchase transactions.
- **Merchant** means an establishment which has agreed to accept the Card for the purchase of its goods and services by the Cardholders
- **MYR** means the currency of Ringgit Malaysia
- **MYR-GWPPC** means BOCM Malaysian Ringgit Great Wall Prepaid Card.
- **PDPA** means the Personal Data Protection Act 2010
- **PIN** means in relation to a Card, the personal identification number of the Cardholder required to gain access to services provided by the Bank from time to time through the Card.
- **Starter Pack** means a pack consisting of the Card, Terms & Conditions and information relating to the Card program.
 - **i-Service** means Great Wall Prepaid Card Online Service which allows registered Cardholder to review the past transaction record reflected and posted in Card Account with the Bank. Cardholder shall visit BOCM’s official website at www.bankofchina.com.my for free registration.
 - **Transaction** means any and all banking transactions effected through the use of the Card.

1.2 In this Terms and Conditions, words denoting the singular shall include the plural and vice versa and reference to one gender shall include the other gender, unless the context requires otherwise.

- 1.3 Any reference to the Bank shall where the context permits or requires be deemed to include a reference to its successors and assigns.

2.0 Starter Pack & Registration of Card

- 2.1 Upon purchasing the Starter Pack, the Cardholder shall register his/her personal details with the Bank by completing the registration form and submit the same to the Bank. The Cardholder shall immediately sign at the relevant signature panel on the Card. Upon registration or use of the Card, the Cardholder agrees to be fully bound by the Terms and Conditions (including any amendment as may be varied by the Bank from time to time by giving notice of 21 calendar days).
- 2.2 The Bank reserves the right at its sole discretion whether to accept or reject any application for registration of the Card and the Cardholder acknowledges and agrees that the Bank may refuse to accept the registration of the Card without assigning any reason.
- 2.3 The Bank reserves the right not to accept the registration of the Card if bankruptcy proceeding has been instituted against the Cardholder or the Cardholder is currently an undischarged bankrupt.
- 2.4 For first time reload, the Cardholder can only use the Credit Balance in the Card after one (1) Business Day from the day the Cardholder performed a Reload or "Top up".
- 2.5 For second time and subsequent Reload, the Cardholder can use the Credit Balance in the Card immediately from the day the Card is being Reloaded or "Top uped".
- 2.6 Each Cardholder can only own / hold / register for one (1) Card with different currency at any point of time. If an existing Cardholder purchases another Starter Pack with the same currency, the Bank may reject the registration of new Card and the Bank will not reimburse the Cardholder for the cost of the new Starter Pack.
- 2.7 The Cardholder shall register to the Bank's i-Service facility to check the Transaction record and notify the Bank if any discrepancy without undue delay. A hardcopy of the Transaction history will only be provided upon Cardholder's request.

3.0 Reload / Top-up

- 3.1 The Cardholder may Reload or Top-up the Card Account in the following manner or such other manner which the Bank may prescribe from time to time:
- 3.1.1 For MYR-GWPPC Card Account:-
- Banking in cash or cheques over the counter at any of BOCM's branches nationwide;
 - Funds transfer from any of the Cardholder's accounts held with BOCM in any manner permitted by the Bank;
 - Automatic Reload Transfer from Cardholder's Savings or Current Account maintained with the Bank;
 - Interbank GIRO transfer (IBG) from Cardholder's other accounts held with other banks; or
 - Any channel may be accepted by the Bank from time to time.
- 3.1.2 For CNY-GWTPC Card Account:-
- Banking in cash or cheques over the counter at any of BOCM's branches nationwide;
 - Funds transfer from any of the Cardholder's accounts held with BOCM in any manner permitted by the Bank;
 - Automatic Reload Transfer from Cardholder's Savings or Current Account maintained with the Bank;
 - Interbank GIRO transfer (IBG) from Cardholder's other accounts held with other banks; or
 - Any channel may be accepted by the Bank from time to time.
- If the Reload or Top-up is from MYR currency, such Reload or Top-up shall be converted into CNY currency at the prevailing rate of exchange of the Bank.
- 3.2 Top Up by the Cardholder shall not be considered to have been made until the relevant Top Up has been received for value by the Bank.
- 3.3 All local cheque(s) is/are acceptable and it will be credited to the Card Account upon cheque clearance. All local cheque(s) should be made payable to "BOCM (for <Cardholder Name>)" and Card number is to be indicated at the back of the local cheque(s).
- 3.4 For automatic Reload, the Cardholder must sign a standing instruction/order with the Bank for such arrangement.
- 3.5 Reload or Top-up limit:-

- a) For MYR-GWPPC, Reload shall not exceed MYR10, 000.00 and always subject to the total Credit Balance of the Card not exceeding MYR10, 000.00 at any point of time. The maximum aggregate amount for daily top up will be MYR 50,000.00.
- b) For CNY-GWTPC, Reload shall not exceed CNY 20,000.00 and always subject to the total of the Credit Balance of the Card not exceeding CNY 20,000.00 at any point of time. The maximum aggregate amount for daily top up will be CNY 100,000.00.

4.0 Use of the Card

4.1 The Cardholder shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.

- 4.2 The Card can be used by the Cardholder in Mainland China, Malaysia and/or other countries for:-
- a) purchase of goods and/or services from Merchant or financial institutions which used and connected to UnionPay's point of sale system;
 - b) to purchase of goods and/or services online via UnionPay;
 - c) other card facilities or services as may be provided by the Bank from time to time;

For the avoidance of doubt, the Card is not supported for any ATM Cash Withdrawal, Mail Order/ Telephone Order, Recurring and Contactless Transactions.

4.3 Any overseas or online purchase Transactions will be blocked by default unless the Cardholder has opted in for the overseas or online purchase Transactions. In the event that the Cardholder has opted in for the overseas or online purchase Transactions, and the Cardholder subsequently wants to opt out or vice versa, the Cardholder may either visit BOCM's branches nationwide or contact the Bank's Customer Service Center to change the option.

4.4 The Cardholder cannot use the Card for business and / or commercial purposes which are deemed to be unacceptable by the Bank and the Bank shall be entitled to block or suspend the use of the Card for such activities. The Cardholder shall not use the Card for any other purpose, in particular, for any unlawful purpose, including but not limited to illegal online betting and payment for any illegal transaction.

4.5 The Bank shall be granted consent from the Cardholder to treat the Bank's record of any/all transactions effected by the use of the Card through all channels and other modes that may be introduced / implemented from time to time as evidence of transaction properly effected by the Cardholder to be debited to the Account of the Cardholder.

4.6 The Cardholder agrees that the record of BOCM of any Transaction effected by the use of the Card shall be conclusive and binding on the Cardholder for all purpose.

4.7 When the Card is used at self-service pump (automated fuel dispenser) to pay for petrol Transactions, a specific pre-authorization amount ("Pre-Authorization Amount") will be held by the Bank from the Credit Balance in the Card Account of the Cardholder. The Bank shall release the Pre-Authorization Amount and debit the actual transaction amount to the Card Account of the Cardholder upon the Bank receiving proof of the actual transaction amount from the Merchant within the period of time as stipulated by applicable law, regulations, or regulatory guidelines which may vary from country to country ("Time Period"). The agreeable Pre-Authorization Amount at self-service pumps in Malaysia is set to Ringgit Malaysia Two Hundred (MYR200.00) and the Time Period for petrol Transactions in Malaysia shall be 3 working days from the transaction date.

4.8 When the Card is used for other pre-authorized transaction other than the petrol Transaction, a Pre-Authorization Amount determined by the Merchant will be held by the Bank from the Credit Balance in the Card Account of the Cardholder. The Bank shall release the Pre-Authorization Amount and debit the actual transaction amount to the Card Account of the Cardholder upon the Bank receiving proof of the actual transaction amount from the Merchant or within the time stipulated by applicable law, regulations, or regulatory guideline which may vary from time to time, whichever is applicable.

5.0 Covenants by Cardholder

5.1 Disclosure of PIN and Lost, Theft or Unauthorised Use of the Card

The Cardholder shall take reasonable care to keep the Card safely under his/her personal control. Further a Cardholder shall not disclose the PIN to any other person and shall act in good faith, exercise reasonable care and diligence in keeping the PIN safe and secure. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card and PIN safe and secure at all times which includes:-

- a) not to disclose the Card details or PIN to any other person;
- b) not to allow any other person to use the Card and PIN;
- c) notify the Bank as soon as reasonably practicable after having discovered that the Card is lost, stolen, an unauthorized transaction had occurred or the PIN may have been compromised;



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- d) notify the Bank immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorized (if any);
 - e) notify the Bank immediately of any change in the Cardholder's contact number;
 - f) use the Card responsibly, including not to use the Card for unlawful activity;
 - g) check the Transaction history and report any discrepancy without undue delay (if any);
 - h) to keep any record of the PIN separate from the Card
 - i) destroy the original printed copy of the PIN (if any);
 - j) never write down the PIN on the Card or on anything kept with or near the Card and anywhere which could be understood by any other person as the PIN to your Card;
 - k) never write down or record the PIN without disguising it;
 - l) never use any easily accessible personal information as the PIN, including but not limited to Cardholder's birth date, identity card, passport, driving licence or contact numbers; and
 - m) use the Card in accordance with the procedures, instructions and/or security guidelines issued by the Bank from time to time.
- 5.2 In the event of loss or theft of Card, Cardholder shall inform the Bank immediately and to submit any documents as required by the Bank including but not limited to police report filed in relation to the loss or theft of his/her Card within seven (7) calendar days from the date of the loss/theft.
- 5.3 Cardholder further agrees that the Bank shall not be under obligation to verify the identity or the authority of any person giving the telephone instructions purportedly in the Cardholder's name and the Bank shall be entitled to act on such instructions and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions.
- 5.4 The use of the Card, PIN and One-time password ("OTP") shall be subject to this Terms and Conditions and all compliance with such requirements, limitations and procedures as may be imposed by the Bank and / or UnionPay from time to time. The services, functions and facilities available through the use of the Card and PIN shall be determined, supplemented, varied, suspended or terminated by the Bank from time to time.
- 5.5 If the Cardholder uses the Card to purchase goods and / or services through online internet sites or portals, the Cardholder shall be solely responsible for the security of such use at all times, The Cardholder agrees that the entry of the Card information on the internet shall be sufficient proof of the authenticity of such instructions. The Bank shall not be under any obligation to verify the identity or such use of the Card regardless of whether the person is authorized or otherwise and regardless of the circumstances prevailing at the time of the transaction. However, the Bank reserves the discretion not to carry out any such transactions over the internet if the Bank has any reason to doubt its authenticity or if in the Bank's opinion it is unlawful or otherwise improper to do so or for any other reason.
- 5.6 Notwithstanding anything contained herein to the contrary, the Cardholder shall be fully liable for card present unauthorized transactions which require PIN verification or signature verification if the Cardholder:-
- a) has acted fraudulently, or
 - b) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Card;
 - c) voluntarily disclosed the PIN to another person or voluntarily allowed another person to use the Card;
 - d) recorded the PIN on the Card, or on anything kept in close proximity with the Card, and could be lost or stolen with the Card;
 - e) left the Card or an item containing the card unattended in places visible and accessible to others.
- and the Cardholder agrees to indemnify and keep the Bank fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses that may be reasonably incurred by the Bank as a result thereof.
- 5.7 Cardholder shall be held liable for any unauthorized transactions charged to his/her Card before the Cardholder notified the Bank verbally or in writing of the lost, stolen or unauthorized use of the Card.
- 5.8 The Cardholder undertakes to the Bank or any of its related companies, including branches to report his/her information to regulatory or tax authorities in accordance with requirements of FATCA and CRS as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- 5.9 The Cardholder undertakes to notify the Bank in writing within 30 calendar days if there is a change in any information which the Cardholder has provided to the Bank, status or in the event Cardholder become a U.S. person or tax resident in a jurisdiction outside Malaysia. The Cardholder hereby consent that the Bank may terminate the Card, in the event he/she become a U.S. person or tax resident in a jurisdiction outside Malaysia.
- 5.10 The Cardholder hereby acknowledge and agree that the Bank may classify he/she as a recalcitrant account holder and/or suspend, recall or terminate his/her Card, in the event the Cardholder fail to provide accurate and complete information and/or documentation as the Bank may require.
- 5.11 The Cardholder hereby undertake and confirm that the Transaction to be effected using the Card Account(s) and monies or funds to be used for "Top Up" of the Card Account(s) are not from any unlawful activities as

defined under the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 ("AMLATFPUAA"). The Cardholder understand that the Bank may be obliged under AMLATFPUAA and/or other laws and regulations to report certain transactions to Bank Negara Malaysia and/or other relevant authorities and the Cardholder hereby consent to the same and agree that the Bank, its officers and employees shall be under no liability for making such reports.

- 5.12 The Cardholder shall accept full responsibility for all Transactions made by the use of the Card and shall accept the Bank's record of transactions as binding and conclusive for all purposes and hereby authorize the Bank to debit the Card Account whether with or without the Cardholder's knowledge or authority.
- 5.13 In the circumstances that the card scheme rules allow the Cardholder to request the Bank to initiate the dispute (when the dispute/chargeback right is available) subject to the complaint or dispute which has been made to the Bank by the Cardholder in writing within twenty (20) calendar days from the Transaction posting date stated in the Cardholder's Account and the Cardholder has provided the necessary information requested by the Bank to support such dispute within the requested timeframe.
- 5.14 In the event the investigations and verifications conducted by the Bank reveal that the disputed transaction was accurate, genuine and properly authorized by the Cardholder, then the Cardholder shall be liable for all the disputed transaction.
- 5.15 The Cardholder further agree to indemnify the Bank against all other costs, expenses & charges that the Bank may incur in the verification processes of the disputed transactions.
- 5.16 If the Cardholder dispute any transactions stated in his/her history of transaction, the Bank may has absolute discretion and as deemed fit conduct any investigation regarding the disputed transaction wherein the following shall apply:
- a) If the Bank's investigation reveal or indicate that the Cardholder is liable for any of the disputed transaction, the Bank shall be entitled to impose any losses, costs and expenses incurred in relation to such investigation on the Cardholder as the Bank may deem fit to charge and the Bank shall be entitled at its absolute discretion to debit such charges from the Cardholder's Account without notifying the Cardholder in advance.
 - b) No investigation charge shall be levied in the event that the investigation revealed that the Cardholder is not liable for any of the disputed transaction.
- The Bank's findings in any investigation conducted in relation to the Card Account shall be conclusive, final and binding on the Cardholder.
- 5.17 The Card shall at any time remain as the property of the Bank. The Card shall not be used after its cancellation, termination, expiration, suspension or upon the Cardholder ceasing to be the Bank's Cardholder. The Cardholder shall visit the Bank's nearest branch to submit a written notice of such cancellation or termination and at the Cardholder's own responsibility to self destroy the Card by cutting it in half across the chip and rendered unusable.
- 5.18 The Cardholder may request the Bank to issue a replacement or renewal Card and the Bank has the right at its absolute discretion to accept or to refuse such request without having to assign any reason whatsoever. The Bank has no obligation to issue a replacement or renewal Card automatically following its loss, stolen, expiration, suspension, termination or cancellation of the Card.
- 5.19 Any replacement or renewal of the Card will be treated as new purchase and subjected to a Starter Pack fee, unless with the reason of faulty chip or waived by the Bank at its sole discretion.

6.0 Termination / Suspension of use of the Card

- 6.1 The Card is the property of the Bank and the Bank is entitled at any time at its absolute discretion to terminate the Card or suspend its use or otherwise refuse any Transaction upon the happening of any of the following events:
- a) The Cardholder used the Card for any unlawful activity; or
 - b) The Cardholder is adjudged a bankrupt or is insolvent, dies or becomes mentally unsound
 - c) The Cardholder fails to comply with any of the provisions set out in this Terms and Conditions; or
 - d) Any of the Cardholder's real or personal property is the subject of a levy of execution, writ of attachment, or other legal encumbrance; or
 - e) The Cardholder is in breach any laws and regulations.
- 6.2 Notwithstanding anything to the contrary contained herein, the Bank has the absolute right to terminate the Card for whatever reason(s) which may include court order/ injunction, bankruptcy notices or enforcement order from any regulatory authorities from time to time or when the Bank has discontinued the facilitation of this service provided herein.
- 6.3 After the termination or suspension of the Card or the refusal of any Transaction in accordance with Clause 6.1 and 6.2 above, the Bank shall provide written notification on such termination and suspension to the

Cardholder. However, with respect to the discontinuation of the services provided herein by the Bank, the Bank will give prior notification to the Cardholder of such discontinuation.

- 6.4 Other than those arising from the Bank's gross negligence, wilful misconduct or fraud, the Cardholder hereby agrees to release the Bank from all liabilities and to indemnify the Bank and hold it harmless against any claims or demands whatsoever arising directly or indirectly from the termination or suspension of the Card or refusal to effect any Transaction including any purported claim for defamation or for any losses whatsoever.
- 6.5 There will be no refund for the purchase of the Starter Pack or any part thereof upon cancellation or termination of the Card services by the Cardholder or the Bank or upon the suspension of the Card Account by the Bank.

7.0 Refund or partial withdrawal of Credit Balance

- 7.1 The Bank has no obligation to refund the Credit Balance automatically following its loss, stolen, expiration, suspension, termination or cancellation of the Card without Cardholder's written instruction.
- 7.2 The Bank shall refund to the Cardholder after 7 Business Days from the date of receipt of a written instruction of Credit Balance refund or partial withdrawal from the Cardholder by way of mode of payment provided by the Bank. The mode of payment refers to crediting account held with the Bank in any manner permitted by the Bank or Interbank GIRO transfer (IBG) or by Cashier's Order (less any applicable fees and charges).
- 7.3 In the event the refund or partial withdrawal is in currency other than MYR, the amount shall be converted from such currency to MYR at the Bank's prevailing currency exchange rate and in such manner as the Bank may determine at its absolute discretion.

8.0 Fees, Charges and Other Costs and Legal Expenses

- 8.1 The Card or Card Account is subject to the following fees of an amount that the Bank may prescribe, and which is to be paid by the Cardholder to the Bank:-
- a) a Starter Pack Fee for the purchase of Card being issued;
 - b) a transaction and/or conversion fee for any foreign currency transactions;
 - c) a statement retrieval request charge to be imposed in the event the Cardholder request for additional statement or additional hardcopy of the Transaction history;
 - d) fees and charges for the provision of copies of sales draft retrieval request;
 - e) such other fees and charges not stipulated above
- Please visit BOCM's Official Website at www.bankofchina.com.my to view all the applicable fees and charges (The Bank reserves the right to revise the rate of any fees and/or charges at any time and written notice of such amendment or variation will be communicated to Cardholder in any form or methods as the Bank may prescribe at least 21 calendar days before such amendment or variation take effect).
- 8.2 If a Transaction is made in Currency other than the Card's Billing Currency, (MYR Card's Billing Currency is Malaysian Ringgit and CNY Card's Billing Currency is Chinese Yuan respectively), the Transaction will be converted into the Card's Billing Currency (MYR & CNY respectively) at such exchange rate and at such time as may be determined by UnionPay International at its own discretion plus a currency conversion markup of 1.25% to the converted amount or such other rate as determined by the Bank from time to time or at any time at the Bank's absolute discretion by giving the Cardholder twenty one (21) days' prior notice.
- 8.3 Any costs or charges due from the Cardholder shall be paid upfront over the counter at any of BOCM's branches nationwide or debited to the Card Account and in such manner the Bank may determine.
- 8.4 Any costs or charges paid by the Cardholder in connection with the Card or Card Account shall not be refundable under any circumstances.
- 8.5 The Cardholder shall pay the Bank in full, all costs, including legal costs on a solicitor and client basis recovering any monies under the Card or Card Account. Provided that the Bank has given notice of seven (7) calendar days to the Cardholder, the Bank may at its discretion set-off any costs and / or charges payable to the Cardholder against any remaining money paid by the Cardholder.
- 8.6 Any applicable tax(es) payable, whether currently in force or to be implemented and chargeable by law relating to the Card shall be borne by the Cardholder.

9.0 Rights of Set-off

- 9.1 The Cardholder agrees that the Bank is entitled to combine, consolidate and to set-off or transfer any amount from any account maintained with the Bank regardless of their maturity (if any) and whether such accounts was / were held by the Cardholder singly or jointly with another person in settlement of any outstanding amount due to the Bank by the Cardholder on the Card Account by notifying the Cardholder at least 7 calendar days in advance on the Bank's intention to do so. The Bank may concurrently earmark the available

funds in the Cardholders' deposit accounts against the monies standing to the credit of the Card Account upon the issuance of the notice to the Cardholders.

- 9.2 Where any set-off or consolidation undertaken by the Bank involves the conversion of one currency to another, the Bank shall be entitled without notice to make the necessary conversion at the Bank's prevailing currency exchange rate. Any loss that may arise from such conversion shall not be recoverable from the Bank.

10.0 Limitation of Liability by Bank

- 10.1 Under no circumstances shall the Bank be responsible for any loss and damages which the Cardholder may suffer or incur as a result of or otherwise relating to:-
- i. any use, misuse or malfunction of the Card or other devices provided by the Bank,
 - ii. any statement, representation, communication or implication relating to or arising from any non-renewal or cancellation of the Card or any revocation, suspension or restriction of the use of the Card by the Cardholder;
 - iii. any act or omission on the part of the Merchant howsoever caused, including but not limited to refusal by the Merchant to accept or honour the Card or any defect or deficiency in any goods or services provided by the Merchant. The Cardholder shall liaise directly with the Merchant on any claim or dispute and shall not raise dispute on any payment(s) made by the Bank from the Cardholder's Account on such claims or dispute with the Merchant and undertake not to withhold any payment to the Bank upon the occurrence of such claim or disputes with the merchant.
- 10.2 The Bank also reserves the right to refuse in its absolute discretion any charge to the Account requested by any Merchant establishment or financial institution. Any claim or dispute the Cardholder may have against or with any Merchant establishment or financial institution shall be resolved directly between the Cardholder and such Merchant establishment or financial institution and in no circumstances shall such claim or dispute relieve the Cardholder of his/her obligations to the Bank hereunder.
- 10.3 The Bank shall not be obliged to credit the Account with refunds made by any Merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Bank have been received by the Bank.
- 10.4 The Bank shall not be liable for any unsuccessful transaction with Merchant(s) due to insufficient available Credit Balance in the Card Account. Cardholder shall take reasonable care to ensure that there is sufficient fund in the Card Account for the Card to transact successfully.
- 10.5 The Bank shall not be liable if the automatic Reload to the Cardholder's Account via Standing Instruction / order from Cardholder's savings or current account with the Bank is delayed for whatsoever reason(s).
- 10.6 The Bank shall not be responsible for any indirect, consequential or incidental loss or loss of profit or opportunities or other types of loss or damage whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising.
- 10.7 In the course of providing the Card services, the Bank may communicate with or seek instructions from the Cardholder through telephone, facsimile, internet or such other method as the Bank may determine from time to time. In this connection, the Cardholder hereby consents to the Bank taking record of any such communication and/or instructions by such means and retain it for such period as it considered appropriate. The Bank shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Cardholder. Any such communication and/or instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder.
- 10.8 In the event of any proceedings which a Cardholder may bring against the Bank for any cause whatsoever such Cardholder agrees that the Bank's liability shall not exceed those amounts wrongly charged to the Account, subject to any limitation in law and the Bank not being grossly negligent / wilful default.
- 10.9 The Bank shall not be liable to the Cardholder for any delay or failure to perform any of its obligations under these Terms and Conditions if such delay or failure is due to any reason beyond the Bank's control including but not limited to acts of God, fire, flood, lightning, earthquake or other natural disaster, industrial dispute, strikes, lockout, terrorism, riots, civil commotion, act of war, embargo, epidemic or any failure or disruption to telecommunication or electricity supply to the Bank or the Bank's computer system or any other circumstances of whatsoever nature beyond the control of the Bank. In any such event, the Bank shall not be liable to the Cardholder for any consequences, whatsoever or for any inconvenience, loss, injury or damage whatsoever suffered or incurred by the Cardholder.

11.0 Disclosure of Information

- 11.1 The Cardholder consents and authorises the Bank to collect, use, transfer, disclose and / or retain his/her information (including but not limited to personal information) in compliance with Personal Data Protection Act 2010 and Credit Reporting Agencies Act 2010 for the purposes stated in the Privacy Notice issued by BOCM (a copy of which is available at all BOCM's Branches as well as its website at www.bankofchina.com.my/en).

- 11.2 The Cardholder hereby declares that he/she has read, understood and agreed to be bound by BOCM's Privacy Notice and understand that the Privacy Notice may be modified or updated by BOCM from time to time and the Cardholder shall visit BOCM's website at www.bankofchina.com.my/en for the updated version.
- 11.3 The Cardholder consents and authorises BOCM to disclose his/her personal information or information relating to his/her Card, Account or Card Account to any third parties, including but not limited to any companies within Bank of China Group, their service providers, vendors, debt collection agencies, professional advisers, industry/financial related associations, Inland Revenue Board of Malaysia ("IRBM"), Credit Reporting Agency*, fraud prevention agencies, governmental agencies, other financial institutions and/or any of their respective agents and / or servants, whether located within or outside Malaysia for the purposes stated in the Privacy Notice or for any purpose as BOCM deems necessary or to facilitate the use of the Card or to process any transaction effected or to be effected through the use of the Card.
- 11.4 The Cardholder consents and authorises the Bank to collect, use, transfer, disclose and / or retain his/her sensitive personal data (e.g. religion) for the purpose of the application of the Card.
- 11.5 The Cardholder confirmed that he/she has obtained the consent of any third party individuals including but not limited to any mandates, authorized signatories, shareholders, directors, guarantors and relatives that have/may have provided their personal information during the course of his/her relationship with BOCM. The Cardholder confirmed that he/she has informed all such parties to access BOCM's website at www.bankofchina.com.my/en for a copy of the Privacy Notice.
- 11.6 The Cardholder hereby agreed and authorized the disclosure of his/her personal information to BOCM and Bank of China group of companies for marketing and for promotional purposes. The Cardholder noted that if he/she wish to opt-out from the sharing of personal data with BOCM and, Bank of China group of companies for marketing and promotional purposes, the Cardholder is required to walk in to BOCM's branches or email the signed opt-out letter to register his/her instruction to opt-out of the said sharing and a copy of the standard opt-out letter can be collected over the counter of any BOCM's branches.
- 11.7 The Cardholder acknowledges and agrees that the Credit Reporting Agency shall be authorized to collect/gather/search the information from any data sources and furnish such information (including any credit reports, processed information and/or other related products) to BOCM.

12.0 Notices

- 12.1 All notices to the Cardholder shall be sent by ordinary post or by hand or left at the address(s) of the Cardholder given to the Bank or at the Cardholder's last known address or by advertisement in the manner as the Bank deem fit or by posting at the Bank's website.
- 12.2 Services of any notices or legal process shall be deemed to have been effected on date of delivery if made by hand or in the case of post, on the second Business Day after posting to the Cardholder at the last known address notified to the Bank or on the date of any advertisement thereof or on the date of posting of such notices at the Bank's website by the Bank.
- 12.3 Any notice or communication from the Cardholder to be given to the Bank may be sent by personal dispatch, courier or by registered or ordinary mail and such notices or communications shall be deemed received when acknowledged by the Bank.

13.0 Customer Service Hotline

- 13.1 If the Cardholder wishes to contact the Bank on the products or services provided, he/she may either visit BOCM's branches or contact the Bank's Customer Service Center at : -
Tel : 00 603 – 2059 5566
Fax : 00 603 – 2171 7988
Email : service.my@bankofchina.com
Website : www.bankofchina.com.my

Or mail to:-

Card Services Centre
Bank of China (Malaysia) Berhad
Ground, Mezzanine & 1st Floor, Plaza OSK
25 Jalan Ampang
50450 Kuala Lumpur
Malaysia.

14.0 Law and Jurisdiction

- 14.1 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Malaysia courts.

15.0 Variation of Terms and Conditions

- 15.1 The Terms and Conditions herein are not exhaustive and the Bank reserves the right to add, delete, vary or amend the Terms and Conditions at any time and from time to time at its sole and absolute discretion by giving at least 21 calendar days' notice to the Cardholders before such amendment or variation take effect. The Cardholder hereby agrees that any such additions, deletions, variations or amendments to the Terms and Conditions shall be binding on the Cardholder and be deemed to have come to the Cardholder's attention by them being displayed at the Bank's Official Website and any of its branches or posted to the Cardholder at his/her last known address or advertised by any other mode which the Bank may deem fit. Any new service that may be introduced by the Bank from time to time if advertised by the Bank through the newspaper or the Bank's promotional items placed at the Bank's counter shall be deemed to have been effectively and sufficiently communicated to the Cardholder.
- 15.2 Retention or continued use of the Card after the effective date of any change of this Terms and Conditions and/or the Fees and Charges shall constitute the Cardholder's acceptance of such changes.
- 15.3 If the Cardholder does not accept the proposed change by the Bank, the only recourse available to the Cardholder is to terminate or cancel the Card in accordance with Clauses 5.17.

16.0 Terms and Conditions and Privacy Notice for the Use of the Website and Online Service

- 16.1 In addition to the foregoing Terms and Conditions, when the Cardholder use BOCM's Website or the Online Service provided by BOCM, the Terms of Use governing the Website and Online Service (if any) and Privacy Notice shall apply in addition to and not in substitution for any terms and conditions contained herein.

17.0 Miscellaneous

- 17.1 Other than those arising from the Bank's gross negligence, wilful misconduct or fraud, the Cardholder agrees to indemnify and keep fully indemnified the Bank against any action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred by the Bank arising from the Cardholder's use of the Card.
- 17.2 This Terms and Conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
- 17.3 No failure to act, omission or delay by the Bank to exercise or enforce any right under any terms and conditions of this Terms and Conditions shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
- 17.4 The Cardholder shall not assign any of his/her rights and/or obligations under this Terms and Conditions. The Bank may assign or transfer any of its rights and obligations under this Terms and Conditions to any third party.
- 17.5 To reinforce the Bank's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, the Bank shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Cardholder and the Cardholder's transactions for such purposes. The Cardholder confirms and understands that the Cardholder's tax status will be subject to such screening and monitoring. The Cardholder also represents to the Bank that the Cardholder has, to the best of the Cardholder's knowledge, not committed or been convicted of tax crimes.
- 17.6 In addition and without prejudice to any of the terms and conditions herein, where applicable, the Terms and Conditions herein shall be governed by and subject to the rules, regulations from time to time issued by Bank Negara Malaysia, The Association of Banks in Malaysia, any regulators, and other relevant parties whether or not such rules, regulations and guidelines have the force of laws.
- 17.7 Each of the terms under this Terms and Conditions is distinct from one another and if at any time any one or more of the terms or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms will not thereby be affected or impaired in any way.
- 17.8 The Card or Card Account is subjected to the Unclaimed Money Acts 1965 (UMA). Any Card or Card Account which has not been operated for a period of seven (7) years will be gazette as Unclaimed Moneys and all Credit Balance in connection with the Card or Card Account shall be transferred to and parked with the Registrar of the Unclaimed Moneys at the Jabatan Akauntan Negara (Accountant General Department).