

Terms and Conditions for OCBC OneTouch Service

1. These terms and conditions ("Terms") apply to and regulate your use of the OCBC OneTouch Service provided by OCBC Bank (Malaysia) Berhad or OCBC Al-Amin Bank Berhad (either of which "OCBC Bank" as applicable, unless otherwise stated). The OCBC OneTouch Service is provided as part of OCBC Internet Banking Service, and accordingly:
 - (a) these Terms are in addition to and shall be read in conjunction with the OCBC Terms and Conditions governing Internet Banking Services (and any reference to the OCBC Terms and Conditions governing Internet Banking Services shall include reference to these Terms); and
 - (b) in the event of any conflict or inconsistency, these Terms shall prevail over the OCBC Terms and Conditions governing Internet Banking Services to the extent of such conflict or inconsistency.
2. You must accept and agree to these Terms before you are able to use the OCBC OneTouch Service. You acknowledge and agree that your activation for the OCBC OneTouch Service shall constitute your agreement to these Terms and you will be able to view your account information using the fingerprint registered with your Apple or Samsung mobile device ("mobile device").
3. You understand the need to protect your mobile device and the device passcode (for Apple device) or device password (for Samsung device) (either of which "device security code" as applicable, unless otherwise stated). Once your mobile device is successfully activated with the OCBC OneTouch Service, your account information can be accessed with the fingerprint registered in your mobile device. The fingerprint recognition feature is designed and owned by the respective mobile device as follow :
 - (a) Apple Inc designed and owned TouchID
 - (b) Samsung Electronics Co. designed and owned Fingerprint SensorYou acknowledge and understand that if you allow third parties' fingerprints being registered as part of the fingerprint of your mobile device, they will be able to access your account information as well.
4. The OCBC OneTouch Service is a mobile banking application, available only for customers using
 - (a) Apple iPhone 5s or newer iPhones, except iPhone X and must be operating on iOS 8 or newer systems, and with Touch ID registered. The OCBC OneTouch Service may not work if the iPhone contains applications which are not authorized by Apple Inc.
 - (b) Samsung mobile device with fingerprint recognition feature, operating on Android 5.0 or newer systems, and with fingerprint registered. Finger scanner is a fingerprint recognition feature, designed and owned by Samsung Electronics Co. The OneTouch Service may not work if the phone contains applications not authorized by Google and/or Samsung Electronics Co.

5. To use the OCBC OneTouch Service, you will need to:
 - (a) be a customer of OCBC Bank and be a valid user of the OCBC Internet Banking Service;
 - (b) have installed the OCBC Mobile Banking Application on your mobile device (the "Application");
 - (c) have at least one fingerprint registered in your mobile device; and
 - (d) comply with these Terms.

6. To activate the OCBC OneTouch Service, you must go through the following process :
 - (c) acknowledge your reading and acceptance of these Terms;
 - (d) enter your OCBC Internet Banking Login ID and Password, followed by a One-time password to complete validation;
 - (e) OCBC OneTouch Service is activated upon successful validation

7. To deactivate the OCBC OneTouch Service at any time, you must go to the "Settings" menu in the OCBC OneTouch main page and select "deactivate".

8. You acknowledge and agree that :
 - (a) for the purposes of the OCBC OneTouch Service, the Application will be accessing the fingerprint(s) registered in Touch ID or Fingerprint Sensor, and you hereby consent to OCBC Bank accessing and using such information for the provision of the OCBC OneTouch Service;
 - (b) at certain times the OCBC OneTouch Service may not be accessible due to system maintenance or reasons beyond the control of OCBC Bank;
 - (c) OCBC Bank may from time to time upgrade, modify, suspend or alter part or the whole of the OCBC OneTouch Service and shall not be liable if any such upgrade, modification, suspension or alteration to OCBC OneTouch Service prevents you from accessing the OCBC OneTouch Service.

9. Without prejudice to the foregoing, your use of the OCBC OneTouch Service or your request in relation to the processing of or any other matter relating to any OCBC OneTouch Service ("Request") or the acceptance by OCBC Bank of your submission of a Request do not amount to any representation or warranty by OCBC Bank that :
 - (a) the OCBC OneTouch Service will meet your requirements;
 - (b) the OCBC OneTouch Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as OCBC Bank may offer from time to time; or
 - (c) your use of the OCBC OneTouch Service or OCBC Bank's processing of any Request will be uninterrupted and timely

10. Notwithstanding anything herein, you acknowledge and agree that OCBC Bank shall not be responsible or liable for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever in respect of any matter of whatever nature and howsoever arising (whether in contract or tort) suffered by you by reason of or arising from but not limited to :

- (a) the provision by OCBC Bank of or your use/access (or inability or delay in accessing) of the OCBC OneTouch Service or the Application;
- (b) the processing of any Request;
- (c) Your mobile device is not functioning optimally or malfunctioning;
- (d) any unauthorised access and/or use of your mobile device;
- (e) the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
 - i. relating to you;
 - ii. transmitted through your use of the OCBC OneTouch Service or the Application; and/or
 - iii. obtained through your use of the OCBC OneTouch Service or the Application;
- (f) Any loss or damage caused by equipment, Internet browser providers or by any Internet access provider and/or any other parties that provide Internet access to you or their agents or sub-contractors;
- (g) Your inability to access or use of the OCBC OneTouch Service due to the laws/restrictions of certain countries, or you may be prevented by OCBC Bank from accessing or using the OCBC OneTouch Service in certain countries as OCBC Bank may determine from time to time;
- (h) Any intrusion or attack by virus, Trojan horse, worm, bot and/or macro or other harmful components on your mobile device or the computer system of the Internet browser providers or any Internet access provider and/or any other parties that provide Internet access to you or their agents or sub-contractors;
- (i) Any breakdown or malfunction of any equipment, system or software used in connection with OCBC OneTouch Service, whether belonging to OCBC Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system, unless the breakdown or malfunction is attributable to OCBC Bank's negligence;
- (j) Any failure by you to abide by these Terms and the latest or current instructions, procedures and directions for using the OCBC OneTouch Service and/or any refusal by OCBC Bank to act as a result thereof;
Any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure (including without limitation to mobile device), or suspension of operation of the OCBC Internet Banking Service and circumstances beyond the control of OCBC Bank or any event the occurrence of which OCBC Bank is not able to avoid by the use of reasonable diligence; or;
- (k) the suspension, termination or discontinuance of the OCBC OneTouch Service.

11. OCBC Bank shall not be liable and you agree to indemnify OCBC Bank and keep OCBC Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by OCBC Bank in providing the OCBC OneTouch Service, whether or not arising from or in connection with and including but not limited to the following:

- (a) any improper or unauthorised use of the OCBC OneTouch Service or the Application by you;
- (b) any act or omission by any relevant mobile or Internet service provider;

- (c) any delay or failure in any transmission, despatch or communication facilities which is not attributable to OCBC Bank's negligence ; or
 - (d) any breach by you of these Terms.
12. To the extent that any of the limitations set out above are not permitted by law, OCBC Bank's liability to you arising from or in respect of each Request, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to OCBC Bank's provision of the OCBC OneTouch Service and/or under or relating to these Terms shall not exceed the value of such Request.
 13. OCBC Bank shall be entitled to exercise any of its rights and remedies under the OCBC Terms and Conditions governing Internet Banking Services (including the right to withdraw, restrict, suspend, vary or modify the OCBC Internet Banking Service (whether in whole or in part)).
 14. You acknowledge that any information pertaining to your account(s) as reported through the OCBC OneTouch Service may not always be completely up to date as there may be instructions and/or transactions which, without limiting to the generality of the foregoing, have only been provisionally credited as uncleared effects (which may be altered or reversed by OCBC Bank if not cleared), have yet to be processed by OCBC Bank, require verification of OCBC Bank or are in progress. You specifically agree that the account balance as reported through the OCBC OneTouch Service shall not for any purpose whatsoever be taken as conclusive of your account balance with OCBC Bank.
 15. OCBC Bank will automatically suspend or terminate your right of access to the OCBC OneTouch Service should you cease to maintain any account(s) with OCBC Bank which can be accessed via the OCBC OneTouch Service or should you access to such account(s) be restricted by OCBC Bank or any other party for any reason.
 16. OCBC Bank may at its discretion and at any time add to, alter, vary, modify all or otherwise change all or any of these Terms by giving you no less than 21 days prior notice. Such changes shall be binding on you upon the expiry of the said 21 days period. All additions, variations, modification or changes shall be binding on you and be deemed to have come to your attention through (i) notice at OCBC Bank's website; or (ii) notice at ATM or other electronic terminals; or (iii) notice at OCBC Bank's offices and branches; or (iv) notice at advertisements in major newspapers in Malaysia or (v) any other mode OCBC Bank deems suitable. Notwithstanding anything herein to the contrary, where notice is provided pursuant to (i), (ii), (iii) or (iv) above, subsequent written advice in respect of the same shall be provided by OCBC Bank to you.
 17. No failure or delay by OCBC Bank in exercising or enforcing any right or option under these Terms shall operate as a waiver thereof or limit, prejudice or impair OCBC Bank's right to take any action or to exercise any right as against you or render OCBC Bank responsible for any loss or damage arising therefrom.
 18. If any one or more of the provisions in these Terms are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.

19. These Terms shall be governed by and construed in accordance with the laws of Malaysia and the Courts of Malaysia at Kuala Lumpur shall have non-exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with these Terms.