

Boost Bank Terms and Conditions for Mobile Wallets

The terms and conditions herein are in addition to and to be read together with the Boost Bank Berhad (formerly known as Boost Berhad) (Registration No. 202301007223 (1501144-T)) ("**Boost Bank**") Personal Banking Terms and Conditions and Boost Bank's Debit Card Terms and Conditions.

In the event of any conflict or inconsistency between these terms and conditions, such inconsistency shall be resolved by giving precedence in the following decreasing order: (i) these terms and conditions; (ii) the Boost Bank's Debit Card Terms and Conditions and (iii) Boost Bank's Personal Banking Terms and Conditions.

These terms and conditions apply when you add your Boost Bank Debit Card to a Mobile Wallet on your Compatible Device.

1. Definitions and Interpretations

1.1. In these Terms and Conditions, unless the context otherwise requires and save as specifically defined herein, words and expressions defined, and the rule constructions and interpretations set out in the Personal Banking Terms and Conditions shall have the same meanings when used herein.

1.2. Unless the context otherwise requires, the following words and expressions shall have the following meaning:

"ATM" means Automated Teller Machine or card operated machine.

"Cardholder" means a person whom a Debit Card is issued as an authorised user and "Cardholders" are to be construed accordingly.

"Contactless Reader" means Mastercard contactless reader or terminal or Visa payWave.

"Debit Card" means collectively, the Physical Debit Card and/or the Virtual Debit Card as may be issued by Boost Bank (including any replacement and renewed card), and references to "Debit Card" shall mean any one of them.

"Device Passcode" means the access passcode of your Compatible Device.

"Compatible Device" means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Card can be registered and added, as designated by Boost Bank from time to time.

"Face ID & Touch ID" means facial recognition system and/or fingerprint identity sensor that has been used to verify the Cardholder(s)' identity for transactions effected through the use of the Digital Wallet.

"Mobile Card" means a digital form of your valid and unblocked Debit Card or such other allowable cards may be updated from time to time by Boost Bank which you add in the Mobile Wallet on your Compatible Device.

"Mobile Card Transaction" means any transaction made using your Mobile Card.

"Mobile Wallet" means a software or an online service that enable the Cardholders to enroll Mobile Card(s) to make transactions through Compatible Device instead of using physical card. (including any wallet application provided by a Mobile Wallet Provider installed in a Compatible Device in which your Mobile Card is added).

"Mobile Wallet Provider" means provider of the Mobile Wallet, as designated by us from time to time.

2. Eligibility and Requirements

2.1. You may add a Mobile Card to your Mobile Wallet by following the Mobile Wallet Provider's instructions, including installing the latest operating system on your Compatible Device. You acknowledge that the Mobile Wallet Provider has the right to decline the addition of your Mobile Card or to suspend, delete or reactivate a Mobile Card added in the Mobile Wallet. We shall not be liable if you are unable to add a Card on a Mobile Wallet for any reason.

2.2. By enrolling your Mobile Card in the Mobile Wallet, you represent and warrant that you are the person to whom the Mobile Card was issued to by Boost Bank and all representations, warranties and undertakings previously provided by you to Boost Bank (including provisions relating to Anti-Money

Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001) shall be deemed restated and reaffirmed as true, accurate and binding.

- 2.3. By using the Mobile Wallet, you agree and undertake to use the Mobile Wallet in accordance with these Terms and Conditions, accept the risk that by enabling the Mobile Wallet on your Compatible Device it may lead to unauthorised transactions using your Face ID & Touch ID or Device Passcode, and you will be liable for all transactions made using the Mobile Wallet, notwithstanding that your Device Passcode or Mobile Wallet may have been used by any other person without your knowledge, authority or consent.
- 2.4. Boost Bank may limit the number of Compatible Devices in which the same Mobile Card can be added from time to time and you should refer to our latest communications regarding such limit. For security reasons, in the event you change or dispose of the device (including but not limited to selling or giving to another person), you must remove all enrolled Mobile Cards in the existing device that you do not intend to use. We are not responsible for any loss or damage resulting from any wrongful or unauthorised use of enrolled Mobile Cards which you fail to remove.

3. Use of Mobile Card

- 3.1. You may make and authorize transactions with your Mobile Card where Mobile Wallet is accepted for payment. Boost Bank will not be responsible if any retailer refuses to accept your Mobile Card.
- 3.2. To perform a transaction, unlock your device, open your Mobile Wallet and tap your Compatible Device on a Contactless Reader, and verify your identity as the Cardholder using method determined by the Mobile Wallet Provider.
- 3.3. You cannot use your Mobile Card for cash withdrawals via ATM or over-the-counter or cash advance.
- 3.4. Your Debit Card and your Mobile Card share the same card account, purchase limit and statements.

4. Suspension and deletion of Mobile Card

- 4.1. We reserve the right to suspend, cancel or terminate the service for any reason at our discretion. To the extent allowed by applicable law, we may restrict, suspend, cancel, block, terminate, disqualify or discontinue your Mobile Card at any time without notice for any reason, including but not limited to any potential or actual breach of these Terms and Conditions or the other applicable terms.
- 4.2. Upon termination of Mobile Card whether by you or by Boost Bank, you must delete the Mobile Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to delete the Mobile Card or the Mobile Wallet from your Compatible Device.
- 4.3. Deletion of the Mobile Card will not terminate your Debit Card unless you also terminate it in accordance with the Boost Bank Debit Card Terms & Conditions.
- 4.4. You are responsible for all Mobile Card Transactions whether or not authorized by you unless and until you have deleted the Mobile Card from your Mobile Wallet and Compatible Device upon termination.

5. Fees and charges

- 5.1. You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunication provider, internet service provider, retailer or the Mobile Wallet Provider for or in relation to your adding, activating or using the Mobile Card or for making transactions using your Mobile Wallet and the Mobile Card.

6. Loss, theft or misuse

- 6.1. You must notify Boost Bank straight away as soon as you:
 - (a) suspect or become aware that your Compatible Device is lost, stolen, misused or tampered with;
 - (b) suspect or become aware that there has been unauthorised use of your Mobile Card;
 - (c) suspect or become aware that a third party is aware of the Device Passcode
- 6.2. In the event of any loss, theft due to your Face ID & Touch ID, Device Passcode, Mobile Card, Compatible Device, you are responsible for all transactions made by anyone using your Mobile Card until we receive your notification of its loss or theft where the existing Boost Bank Debit Card Terms and Conditions will apply.

7. Limitation of our liability

- 7.1. Boost Bank is not the provider of your Mobile Wallet, and not accountable for its operation or functionality. Boost Bank have no control over the Mobile Wallet platform or your Compatible Device. We are therefore not responsible for any failure of the Mobile Wallet.
- 7.2. Any disruptions, failures, malfunctions or unavailability of Digital Wallet are beyond our control and Boost Bank shall not be responsible for any failure or inability in performing any transactions through Digital Wallet including but not limited to cyber-attack on Digital Wallet. Moreover, the actions of third parties in respect of any agreement you make with them that effect your use of Digital Wallet are not our responsibility.
- 7.3. Boost Bank is not liable to refund you for any unauthorized transactions where we are able to prove that appropriate security measures were not applied.
- 7.4. The Cardholders acknowledge that Boost Bank is not liable for any such claim and/or dispute or legal proceedings arise directly or indirectly due to poor connection or network coverage with the enrolment and usage of Digital Wallet.
- 7.5 Unless there is a manifest error on Boost Bank's part, Boost Bank's decision on the Cardholder's liability in the event of loss, theft or misplace of the Eligible Card(s) or Compatible Device, or where the Device Passcode or other security credential is disclosed, added or compromised is deemed final and conclusive and binding upon the Cardholders.
- 7.6 The Cardholders covenant with Boost Bank to accept Boost Bank's records of transaction as final and conclusive evidence in any legal proceedings and for all other purposes.

8. Cardholder's responsibilities

- 8.1. You acknowledge and accept the risk of incurring any loss which may arise from or in connection with authorized transactions made on your Mobile Card. It is your responsibility to take security measures as Boost Bank or the Mobile Wallet Provider may recommend from time to time, including the following:
 - (a) do all that is necessary to keep the device safe and prevent fraudulent or unauthorised access to or use of your Mobile Wallet;
 - (b) keep the Device Passcode and any other log in or access information on your device secret and confidential at all times;
 - (c) in the event of loss of the Mobile Card or Compatible Device, to provide us a police report or legal document called a statutory declaration in the form approved by us and any other document or information we may require;
 - (d) upon termination of the Digital Wallet, you must remove all Mobile Card in any and all devices;
 - (e) upon termination of your Boost Bank Debit Card, you must remove such Mobile Card in any and all devices; and
 - (f) be notified and be aware that Boost Bank will send an OTP to you for each enrolment of card into a device made.
- 8.2. You are fully responsible for any disclosure of your Card Details, Device Passcode or other security details relating to your Compatible Device, Mobile Wallet, and Mobile Card to any other person, even if such disclosure is accidental or unauthorized. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Card being used by unauthorized persons or for unauthorized purpose.
- 8.3. You will require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, add and use your Mobile Card in your Mobile Wallet. You are responsible for any amount which may be charged by your mobile carrier and/or internet service provider and you agree to be solely responsible for such fees and charges.

9. Your Personal Data and Privacy

- 9.1. By registering, adding and using the Mobile Card in your Mobile Wallet, you agree and acknowledge that certain Card account information (related to usage of the Mobile Card on your Mobile Wallet) may be transmitted to and stored within your Compatible Device and/or SIM card, with the Mobile Wallet Provider and/or on the system of a third party working with the Mobile Wallet Provider, for purpose of the Mobile Wallet.
- 9.2. Boost Bank shall not be responsible and have no control over the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider and/or third party working with the Mobile Wallet Provider. It is

your responsibility to understand and accept the privacy policy of and any agreement you may have with the Mobile Wallet Provider and/or third party working with the Mobile Wallet Provider before you register, add, or use the Mobile Card in your Mobile Wallet.

10. Variation of Terms and Conditions

10.1. Boost Bank have the right to vary these Terms and Conditions from time to time by giving prior written notice of twenty-one (21) days to you with reason(s) stated in the notice. You will be bound by a variation unless your Mobile Card is deleted from the Mobile Wallet and the Compatible Device by you before the date on which that variation takes effect.

11. Indemnity

11.1. You shall indemnify and hold us harmless from any claim or demand (including reasonable solicitor's fees) made by any third party due to, or arising out of, your use of Mobile Card with Digital Wallet in breach of these Terms and Conditions save and except such claims and demand is attributed directly from our gross negligent, fraud and wilful default.

12. General matters

12.1. These Terms are governed by and will be interpreted according to the laws of Malaysia. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia which means that legal proceedings against us can only be brought in the courts of Malaysia. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

12.2. We may close and revoke any Mobile Card, Card Account or Service with or without notice to you if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in our opinion, maintaining or performing any obligation under the Terms becomes illegal, or we are otherwise prohibited from doing so. If this happens, you must pay us all Liabilities on demand.

12.3 The Cardholders may be subject to additional terms and conditions with the Digital Wallet Provider and respective third party. The Cardholders are responsible to understand and agree with terms and conditions. Boost Bank are not responsible for any terms and conditions with the Digital Wallet Provider and/or respective third party agreed by the Cardholders.

12.4 If there is any ambiguity arising from these Terms and Conditions, the ambiguity will be resolved by Boost Bank. Unless there is any manifest error, Boost Bank's construction of the meaning of any provision and where applicable, its choice of the appropriate provision to be applied to a particular situation will be final and binding on the Cardholder(s).