

Notice of Physical Security Device Service Termination and Amendment of Terms and Conditions Governing the Use of "BCM Net e-Banking Service" & "BCM Mobile Banking Service"

1. Physical Security Device Service Termination

To enhance customer's digital banking experience, BCM bank has launched a new Mobile Banking and Security Authentication Service. Please be informed that the Bank will terminate the Physical Security Device service under BCM Net e-Banking Service by phases with details as below:

- > Starting today, the Bank will stop any application for the issuance and reissuance of Physical Security Device of BCM Net customers
- Starting from early February 2020, the Bank will cancel the login method of using Physical Security Device on BCM Mobile Securities Trading Service. With effect from 1 March 2020, the Bank will terminate the use of Physical Security Device on all relevant services, including all BCM Net e-banking transactions which require two-factor authentication.
- From today until 29 February 2020, BCM Net customers can return your Physical Security Device to the "Physical Security Device Collection Box" placed at BCM branches whilst they will be destroyed appropriately. Customers may choose to personally dispose your Physical Security Device(s) in an appropriate manner. Please ensure that no personal information (including username and/or password) is marked on your Security Device.

2. <u>Amendment of Terms and Conditions Governing the Use of "BCM Net e-Banking Service" & "BCM Mobile Banking Service"</u> (Effective Date: 1 March 2020)

Deleted Clause 2.1.4.1

2.1.4.1) Security Device ("Security Device")

- Security Device is an electronic apparatus specified or designated by the Bank from time to time and/or
 provided by a third party authentication organization with the consent of the Bank with the purpose to
 validate the customer identity.
- The Security Device generates "One-Time Password" ("OTP"), which refers to the random password
 generated based on the private identity information of the Customer and by combining the uncertain
 factors so that the password used by the Customer is changing dynamically and unpredictable. The
 generation and issuing of OTP shall be handled by an electronic apparatus specified or designated by
 the Bank from time to time.
- Customer is requested to use the Security Device and input OTP for performing designated high-risk transactions/ activities, including but not limited to, non-registered third-party account transfers, change of customer information, security settings and/or any other possible transactions.
- Customer should take proper care of the Security Device and prevent it from being used by any
 unauthorized person or for any unauthorized purpose and agree to fully undertake all risks and
 responsibilities thus caused.

Customers can access to BCM General Terms and Conditions Governing the Use of "BCM Net e-Banking Service" & "BCM Mobile Banking Service" via the bank's Public Website (www.bcm.com.mo) from today

For any enquiries, please feel free to approach any BCM branch or call 87968888 during office hours.

Banco Comercial de Macau S. A. 3 February 2020



General Terms and Conditions Governing the Use of "BCM Net e-Banking Service" & "BCM Mobile Banking Service"

1. BCM Net e-Banking Service ("BCM Net") & BCM Mobile Banking Service ("BCM Mobile Banking") is a remote channel which enables the Customer to access to a range of information, products and banking services offered by Banco Comercial de Macau, S.A. ("the Bank").

2. Access Codes / Tools

2.1) The Customer will be provided with the following access codes / tools:

2.1.1) Customer Number (CIF)

Customer Number (CIF) is a unique 10 digits number, created electronically by the Bank and given to each Customer upon the establishment of a commercial relationship with the Bank. This Customer Number (CIF) univocally identifies the Customer in the Bank and cannot be changed neither by the Bank nor by the Customer.

2.1.2) User Name

- User Name is a code that, when used together with the Login Password, allows the Customer to log in to BCM Net and BCM Mobile Banking.
- For new BCM Net user, the User Name will initially be defaulted as the Customer Number (CIF) for the first time log-in. After the first successful login, user will be enforced to create a unique User Name for future log in at BCM Net & BCM Mobile Banking, which should not be the same as the CIF.

2.1.3) Login Password

- Login Password is a code created electronically by the Bank system and provided to the Customer during the joining procedures to BCM Net.
- •The Customer is enforced to change this password at once upon his first log in, this self-assigned password will be for future log in at BCM Net & BCM Mobile Banking.

2.1.4) Two-factor authentication tool ("Security Authentication Services")

- •Security Authentication Services is a Security Authentication specified or designated by the Bank from time to time and/or provided by a third party authentication organization with the consent of the Bank with the purpose to validate the customer identity.
- •Security Authentication offers a simple, secure and faster way to access BCM Net & BCM Mobile Banking Service, complete two-factor authentication when carrying out designated online transactions with Fingerprint, Face ID, Facial Recognition or Security Passcode Authentication in a faster way. You can also use your mobile device registered for Security Authentication to log into BCM Net by receiving Push Notification via Mobile App and complete the login by using the registered Security Authentication method.
- •Security Authentication method depends on the setting of different mobile devices.
- •Customer is requested to use the Security Authentication Services for performing designated high-risk transactions / activities, including but not limited to, non-registered third-party account transfers, change of customer information or security settings and/or any other possible transactions.
- •Customer should take proper care of the Mobile Device and prevent it from being used by any unauthorized person or for any unauthorized purpose and agree to fully undertake all risks and responsibilities thus caused.
- **2.2)** The access codes/tools are not transferable and are strictly for the personal use of the Customer, who shall assume all risks inherent to their dissemination. Under no circumstances should the Customer allow their use by third parties, including attorneys.
- **2.3)** Any request for information or transmission of instructions made through the use of the Login Password and/or Two-factor authentication tools will be assumed by the Bank as made by the Customer. The Bank shall not be required to check the legitimacy of the user.
- 2.4) In the event that there are reasons to suspect that a third party or third parties is/are aware of his/her Login Password and/or Two-factor authentication tools, the Customer should immediately contact the Bank in order to have the password/Two-factor authentication tools blocked.

3. Handling of Customer's Instructions

- 3.1) Customers can give instructions to the Bank through BCM Net & BCM Mobile Banking at any time of the day, all year round.
- 3.2) Orders given by the Customer will be processed in accordance with the terms and conditions applicable to the requested service or product.
- **3.3)** Customer should be aware that the transmission of data through the Internet may be affected by errors or other transmission defects, either due to the traffic jam of the communication network or owing to other reasons beyond the control of the Bank, for which the Bank does not assume any liability or responsibility.
- **3.4)** The Bank will assume as transmitted by the Customer instructions received on the basis of the identification given through the Customer's Login Password and/or Two-factor authentication tools. The Bank may condition the acceptance of such instructions to prior confirmation by whatever means that the Bank deems as appropriate.
- **3.5)** The automated registration of the transactions or their reproduction by any other means of support, namely documents produced by the Bank, shall constitute sufficient evidence of the Customer's dealings with the Bank and may be accepted as evidence by the Court in the event of legal proceedings.



4. E-Statement Service

The Bank provides a range of e-statement service to the Customer, and will default the statement delivery setting of the Customer's current and/or savings account(s) to 'stop receiving physical statement by mail'. The Customer can enquire via BCM Net or give instruction to the Bank to change the statement delivery setting where necessary.

5. Charges and Fees

- **5.1)** Subject to prior notice to the Customer, the Bank is entitled to charge fees, commissions, annual fees or otherwise any expenses for the use of BCM Net and/or BCM Mobile Banking.
- **5.2)** The Customer hereby authorizes the Bank to debit any of his/her account opened with the Bank for the settlement of the charges and fees referred to in the clause 5.1.

6. Block of Access

- **6.1)** The Bank reserves the right to block or suspend any access to BCM Net and/or BCM Mobile Banking or designated functions / services in those instances that the Bank, pursuant to objective reasons, deems as appropriate, namely for the protection of the Customer's assets.
- **6.2)** In the event of clause 6.1, all access codes/tools will be automatically cancelled. The Customer has to reapply the services in order to access BCM Net and/or BCM Mobile Banking service.
- 6.3) In the event of clause 2.4 or in case of the designated consecutive unsuccessful trials of the access codes/tools or under any circumstances that the Customer request for the blocking of access to BCM Net / BCM Mobile Banking, all access codes / tools will be automatically cancelled by the Bank. The block may only be withdrawn upon the request of the Customer for re-generation of the access codes/tools and thereby accepted and issued by the Bank and the Customer has to re-register the Security Authentication at its own device as well.

7. Automated Data

- **7.1)** The Bank will maintain a digital registration of the Customer's accesses to BCM Net & BCM Mobile Banking and the instructions transmitted by the Customer. Such digital registration is for the purpose of clarifying future doubts, if any, between the parties, or to be presented to the Court in the event of litigation.
- **7.2)** The Bank shall at all time guarantee the Customer access to his/her personal data and respective amendment or deletion, provided that such data are not those that the Bank, owing to legal obligations, should keep in its own possession.

8. Customer's Data

- **8.1)** I/We agree and authorize the Bank to disclose my/our data herein or data possessed by the Bank for purpose of credit assessment, debt collection, supervisory, regulatory/legal requirement or other business to other offices/branches of the Bank, the Bank's holding company, subsidiaries and affiliates and the supervisory authorities or tax authorities of the Bank and its holding company or its business counterparts in Macau or overseas and to any other persons/entities in Macau or overseas under a duty of confidentiality to the Bank.
- 8.2) This service / product is not targeted at customers in the EU.

9. Amendment

These Terms shall govern the access to the services offered by the Bank through BCM Net & BCM Mobile Banking for an indefinite period. The Bank reserves the right to modify these Terms at any time. Amendments proposed by the Bank shall be in force and effect after publication in the web site of the Bank, or sent to the Customer by ordinary mail, e-mail, or otherwise published and disseminated by those means that the Bank considers as the most appropriate. Any notice or communication issued by the Bank to the Customer shall be deemed to have been received by the Customer on the next day if sent by mail to the last address for notices notified to the Bank by the Customer.

10. Governing Law and Jurisdiction

- **10.1)** The Terms and Conditions shall be binding on both of the Customer and the Bank, irrespective of whether the Customer has signed as an individual, association, corporation, legal person or successor. When the Customer shall consist of more than one person the obligations herein shall be joint and several.
- **10.2)** The Terms and Conditions and all rights, obligations and liabilities hereunder shall be construed and governed in accordance with the laws of the Macau Special Administrative Region. Any disputes shall be resolved by the court of the Macau Special Administrative Region in accordance with the prevailing laws. Both the Customer and the Bank agree that the court of the Macau Special Administrative Region shall have the jurisdiction.
- 10.3) The wordings used in the Terms and Conditions denoting singular shall include plural, and masculine shall include feminine, and vice versa.
- **10.4)** In all matters relating to this Terms and Conditions, the Bank may, at its discretion, act on the opinion or advice of its legal advisers and shall not be responsible for any consequences of acting or not acting in accordance therewith.

11. Language Version

In the event of any discrepancy between the Chinese version and English version of these Terms, the Chinese version shall prevail.

Effective Date: March 2020