

# Account Access Methods

## Terms and Conditions

Effective as at 15 Nov 2025



Prepared by Bank of China (Australia) Limited ABN 28 110 077 622 AFS Licence No 287322

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## CONDITIONS OF USE

These Account Access Methods Conditions of Use contain information about the following methods for accessing your Accounts:

- Debit Card
- Cheques
- Internet Banking
- Mobile Banking
- Over the counter deposits and withdrawals
- Over the counter Remittance Services
- Passbook
- Direct Debit and Direct Credit

These Conditions of Use govern the use and operation of the above ("Account Access Methods"). You can obtain the current version of Our Conditions of Use on Our website at any time or from Our Retail Branches during normal business hours free of charge.

Bank of China (Australia) Limited

140 Sussex Street Sydney NSW 2000

Customer Service: 1800 095 566

Overseas: +61 2 8871 5888

Email: personal.au@bankofchina.com

Website: bankofchina.com/au

Details for each of Retail Branches are available on our website at [bankofchina.com/au](http://bankofchina.com/au)

We are committed to improving the accessibility of our banking services. For more information please refer to our accessibility commitment statement on our website at [www.bankofchina.com/au](http://www.bankofchina.com/au).

### **Debit Card Email and 24-Hour Customer Service Hotline:**

Email : card.au@bankofchina.com

Australia: 1800095566

Overseas: +61 3 96706200

### **Internet Banking Email and 24-Hour Customer Service Hotline:**

Email : ebanking.au@bankofchina.com

Australia: 1800095566

Overseas: +61 3 96706200

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## Section 1: GENERAL INFORMATION

### 1 Conditions of Use effective date

These Conditions of Use apply on the later of:

- the date on the front cover; or
- the date You first agree to the Conditions of Use.

These Conditions of Use must be read together with the:

- Transactional and At Call Deposit Accounts Terms and Conditions, for Transactional and At Call Account holders; and
- Term Deposit Terms and Conditions for Term Deposit Account Holders.

These Conditions of Use apply to the methods for accessing your Account maintained with Us. Where any condition in these Conditions of Use conflicts with any other term or condition applying to your Account(s) in respect of an Account Access Method or Transaction, these Conditions of Use prevail.

### 2 Agreeing to these conditions of use

You agree to these Conditions of Use the first time You, or a person authorised by You:

- make a deposit to or withdrawal from your Account
- register for Internet Banking
- register for Mobile Banking
- use Debit Card or other Account Access Method

By agreeing to these Conditions of Use You acknowledge that We have the right to monitor and, where required by law or at Our discretion (acting reasonably), refuse to transmit or post any Transactions or instructions made using an Account. By accessing and/or transacting on your Account via the Internet Banking Services or the Mobile App You agree that:

- You are responsible for all internet access, data download and other network charges arising from the use of your Account (including any global roaming charges if You use your Account outside Australia) and You acknowledge and agree that We have no responsibility or liability for those charges;
- You need to access your Account through a compatible mobile device and operating system;
- if another person is liable to pay charges under the relevant mobile SIM data plan Account You acknowledge and agree that You have obtained that person's consent to your use of your Account on that Device;
- You are responsible for the operation and maintenance of your Device;
- You will not authorise or permit any other person to use your Account on your Device;
- except as otherwise provided for in these Conditions of Use and to the extent permitted by law, You are responsible and liable for the actions of, and any Transactions made by, any other person on your Account on your Device; and
- You will keep your Device safe.

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### **3      What happens if You breach these Conditions of Use?**

If You breach any of these Conditions of Use, We may, acting reasonably, do any or all of the following:

- cancel, delay, block or refuse to make any payment or Transaction
- cancel any Account Access Method
- cancel your Debit Cards
- require the destruction and return of any Debit Card
- require the return of unused cheque forms
- place restrictions on your Account
- refuse to open another Account for You
- take legal action against You to recover any loss incurred by Us.

You may be liable for Our expenses in enforcing Our rights against You.

### **4      Dispute Resolution Process**

#### **4.1     Do you have a complaint or query?**

The Bank prides itself on the standards of service and fairness with which we treat you, our valued customer. However, if you feel we have fallen short of these ideals, these guidelines have been prepared to assist you to have your complaint or query dealt with speedily and effectively.

When responding to complaints, we will endeavour to provide reasons for the decision taken and adequately address the issues that were raised in the initial complaint. This is part of our effort to provide you with a higher quality of service and to help ensure our performance always meets your expectations.

#### **4.2     Who is eligible for this service?**

All of the Bank's customers have access to the Bank's dispute resolution process. The Dispute Resolution Process is the process referred to in this clause 4. Any reference of a complaint to the Australian Financial Complaints Authority (AFCA) is limited to individuals and small businesses as defined by AFCA. These definitions can be found on the AFCA website:

[www.afca.org.au](http://www.afca.org.au).

#### **4.3     How to make a complaint?**

- (a) You can visit or call your local Branch to submit a complaint. Branch staff are trained to receive all enquiries and complaints. To help us understand the issues of your complaint, we may require you to provide any supporting documents and other evidence relating to your grievance and consult with us as to how you would like the Bank to resolve the matter. Bank staff will provide you with contact information that you can use to seek an update on your complaint at any time.
- (b) If you are unable to contact a Branch in-person or by phone, you can call the complaints hotline at 1800 095 566.
- (c) The Bank will seek to resolve a complaint fairly and reasonably in the shortest time period and will endeavour to resolve matters within 24 hours (where practicable). If your complaint has not been resolved within 5 Business Days, it will be

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referred to for review by the Bank's Complaints Manager. Please allow for time where cases require the Bank to contact overseas offices (e.g. international transactions) or other banks.

(d) The maximum response time for the Bank to respond to your complaint is 30 days. The Bank's response following any internal investigation will always include:

- i. the final outcome of the complaint, including actions taken by the Bank to resolve the matter or the reasons for the rejection;
- ii. a description of your right to take the complaint to AFCA if you are not satisfied with the Bank's response;
- iii. the AFCA contact details.

(e) If We are unable to resolve Your complaint within 30 days, We will:

- i. tell you the reasons for the delay;
- ii. tell you the date by which you can reasonably expect to hear the outcome of the investigation;
- iii. give you monthly updates on the progress.

However, We do not have to keep you informed in this way if You have not responded to requests for additional information from Us, and Your non-response is preventing Us from dealing with Your complaint.

(f) If an issue has not been unresolved to your satisfaction, you can contact our Customer Advocate on (02) 8871 5888 or [customeradvocate.au@bankofchina.com](mailto:customeradvocate.au@bankofchina.com), who may assist you. You can also lodge a complaint with the Bank's external dispute resolution provider, the Australian Financial Complaints Authority (AFCA), if the complaint fits within AFCA's rules. AFCA provides fair and independent financial services complaint resolution that is free to consumers. We are bound to cooperate with AFCA in dealing with a complaint. AFCA decisions are binding on the Bank.

If your complaint is not resolved in this way, you can contact the Australian Financial Complaints Authority (AFCA) are as follows:

#### **Australian Financial Complaints Authority**

Website	<a href="http://www.afca.org.au">www.afca.org.au</a>
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Telephone	1800 931 678 (free call) 9am to 5pm AEST/AEDT weekdays
Fax	(03) 9613 6399
In writing to	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

## **5 Fees and charges for Account access**

Fees and charges may apply for Transactions on your Account. Full details of the fees and charges (including any government charges) that apply to Accounts are disclosed in the Schedule of Fees and Charges available at Our Website or from Our Retail Branches.

You agree to pay all fees and charges applicable and in relation to your Account and Transactions from and to your Account, including those incurred by another Account Holder or Authorised Signatory. When You or an Authorised Signatory or an authorised third party operate your Account You authorise Us to debit any applicable fees to your Account.

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A fee may apply to replace a lost or stolen passbook, cheque book, Etoken. Please refer to the Schedule of Fees and Charges for details.

## **6 Our right to freeze Accounts or refuse Transactions**

We may delay, block, freeze or refuse a Transaction where We have reasonable grounds to believe:

- that the Transaction may breach Australian law or sanctions (or the law or sanctions of any other country);
- that the Transaction involves fraudulent or illegal activity (including where we reasonably consider that such action is necessary to protect you or us from a fraud or a scam);
- that an amount paid into your Account was paid in error or as a result of false or incorrect information;
- that doing so will protect You or Bank of China from incurring a loss; or
- that the funds involved in the Transaction may directly or indirectly be applied for the purposes of criminal or unlawful conduct.

If a Transaction is delayed, blocked or refused for any of the above reasons, We are not liable to You for, and You indemnify Us against, any and all loss incurred by You or any other person arising from such delay, block or refusal of a Transaction or application (except to the extent such loss is caused by our fraud, negligence or misconduct).

We may freeze or block any or all of your Accounts.

We may not give you advance notice if we delay, block, freeze or refuse a Transaction, or freeze or block your Account (for example, if it is reasonably necessary for us to act quickly to manage a risk). If we do not give you advance notice, and where it is reasonable for us to do so, we will give you a general reason and advise you within a reasonable time of exercising our discretion under this clause.

We will not be liable for any loss or damage caused ( as a result of Our delaying, blocking, freezing or refusing to process a Transaction in these circumstances (except to the extent such loss or damage is caused by our fraud, negligence or misconduct).

From time to time, We are required under Australian law to obtain additional information from You. If You refuse to or are unable to provide the information required within a reasonable timeframe, your Account may be blocked or frozen. We will not be liable for any loss or damage caused as a result of blocking or freezing your Account in these circumstances (except to the extent such loss or damage is caused by our fraud, negligence or misconduct).

You provide Us with the following undertakings:

- neither You nor any Additional Card Holder will initiate, engage in or effect a Transaction with a card that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the activities for which the card, and any additional card, will be used to make any payment will not, on any occasion, breach any Australian law or sanctions (or the law or sanctions of any other country).

You will indemnify Us against any losses and potential losses arising from any breach by You of these undertakings (except to the extent such losses are caused by our fraud, negligence or misconduct).

### **6.1 Restricted use of accounts**

We have placed restrictions on the use of accounts (including Account Access Methods) and do not permit them to be used for substantial gambling activities or for making payments to crypto-currency or digital assets exchanges. We do not have to process payment requests which are inconsistent with these restrictions. We may also refuse to process transactions in some other circumstances, for example where we suspect fraud or we are required to do so by law.

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We may close your linked account or cancel or restrict a method of access to your account where we consider that you are using the account or an Account Access Method for substantial gambling activities or for making payments to crypto-currency or digital assets exchanges. Please see clause 9 in Section 8 as well as the terms and conditions of the relevant account for more details.

## **7       Notification of changes**

We may, where We reasonably consider it appropriate in the circumstance to do so, change the terms of these Conditions of Use at any time by giving You notice of the change. For example, We may:

- change or introduce or remove any fee or charge;
- change or introduce or remove any concessions or benefits; or
- adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator.

Where We change the terms of these Conditions of Use We will provide 30 days' prior notice if the change is unfavourable to You, including if We introduce any fee or charge, or increase the amount of any fee or charge (other than a government charge), or increase your liability. For other changes to these Conditions of Use We will give You notice of the change no later than the day on which the change takes effect.

We may give You notice of any change to these Conditions of Use by displaying a notice on Our Website (or another platform and directing You to the notice), by advertisement published in any national or local newspaper or other media, by giving written notice to You (for example, by post, email or app notifications), by notifying You in any other way permitted by law, or subject to any law through any other notice method agreed with You. We may give You a notice by any of these means, subject to applicable legislation. Subject to this clause 7, We will not give You advance notice of any changes to these Conditions of Use if We consider an immediate change is necessary for the security of Our systems or your card.

## **8       Notification**

By applying for or continuing to use this product, You consent to receive notices from Us, including a notice of changes to these Conditions of Use for this product, such as a notice of any relevant service is temporarily not available to You, and an introduction of new features of this product, via Our Website (or another platform and directing You to the notice), written notice (including email and app notifications), by advertisement in any national or local newspaper or other media, by notifying You in any other way permitted by law, or subject to any law through any other notice method agreed with You.

## **9       Assignment**

We may assign any of Our rights under these Conditions of Use to any other person or business, by law or where We reasonably determine that the assignment will not cause any detriment to You, or otherwise deal in any way with those rights where that other dealing is for legitimate business reasons.

## **10      Set-off arrangements**

If any of your Linked Account/s does not have sufficient funds to discharge your liabilities towards Us, in relation to the use of your Account Access Methods (including Debit Card and any additional Card/s), We may, acting reasonably, set off, apply or transfer your funds available in any of your other Accounts with Us to discharge your liabilities toward Us. If the available funds are in a currency other than that the liability owing by You to Us is payable, We may, in accordance with Our normal practice,

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convert the available funds into the currency in which your liability is payable. We will promptly inform You if this set-off right is exercised.

## **11      Severance**

If any part of the terms of these Conditions of Use is found to be void or unenforceable for unfairness or any other reason (for example, if a court or authority declares to be so), the remaining parts of these Conditions of Use will continue to apply.

## **12      How We may exercise our rights and discretions**

- (a) When we exercise a right or discretion under these Conditions of Use We will do it in a way that is fair and reasonable. This includes when We make changes to terms of these Conditions of Use or fees and charges. We can take a range of things into account when exercising our rights and discretions. These include Our legitimate business interests, Our regulatory and prudential obligations, Our obligations under Card scheme rules, our cost of doing business, the management of any risks (including sanctions risks), and the prevention of the misuse of Our facilities, including to prevent financial abuse or potential fraud or scams. We can also take into account each of our customers' circumstances, including relating to financial difficulty or vulnerability.
- (b) We may exercise a right or remedy or give or refuse our consent in any way We consider appropriate, including by imposing conditions.
- (c) If We do not exercise a right or remedy fully or at a given time, We can still exercise it later.
- (d) Our rights under these Conditions of Use are cumulative with and do not exclude any other right.
- (e) Our rights and remedies may be exercised by any of Our employees or any other person We authorise.
- (f) We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy except to the extent that such loss arises because of our fraud, misconduct or negligence.

### **12.1 References to Our fraud, negligence or misconduct**

Where a provision of these Conditions of Use refers to Our fraud, negligence or misconduct, then for the removal of doubt, that clause will be taken to include a reference to the fraud, negligence and misconduct of Our officers, employees, contractors, agents, attorneys or receivers.

## **13      Governing Law and jurisdiction**

These Conditions of Use are governed by and will be construed in accordance with the laws of the State of New South Wales. We will give any legal protections available to you in the State or Territory in which you live.

## **14      Customer Personal Information and Privacy**

We collect and use personal information in compliance with Our Privacy Policy, available at [bankofchina.com.au](http://bankofchina.com.au) or from Us on request. By applying for and using Our products and services You agree that your personal information collected by Us in the course of the management and operation of your Account, will be treated in accordance with Our Privacy Policy, as amended from time to time.

If You are under 16 or have special needs, We may share your information with your parent or legal guardian or any person appointed to manage your affairs.

Our Privacy Policy also contains information about how You may access and correct the personal information that We hold about You and how to lodge a complaint relating to Our treatment of your personal information, and how We will deal with the complaint.

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You may contact Us by writing to: Compliance Officer, Legal and Compliance, Bank of China Limited, 140 Sussex Street, SYDNEY, NSW 2000. Or by telephone on: 1-800-092-009 (toll-free) or 61 2 8299 8931 between 9:00am and 5:00pm Business Days AEDT.

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## Section 2: DEBIT CARD CONDITIONS

### 1 Introduction

We offer a Gold Card, Classic Card and Student Card debit cards to meet individual needs.

You can choose a Bank of China Debit Card from 2 Debit Card schemes. Choose a Bank of China Great Wall International Dual Currency EMV UnionPay Debit Card (GWI Debit Card) or the Bank of China Mastercard Debit Card (Mastercard Debit Card) or, to get the best of both worlds, choose both Debit Cards. The Term Bank of China Debit Card or Debit Card refers to both GWI Debit Cards and Mastercard Debit Cards.

Using Your Bank of China Debit Card allows You to access your Account to withdraw money from ATMs and to pay for goods and services directly from your Account at most retail and service outlets in Australia.

A GWI Debit Card provides access to card purchases and ATM card withdrawals where UnionPay is accepted in Australia and also provides You with a convenient way to spend overseas where UnionPay cards are accepted, using money in your Linked Account/s (including the money You already hold in a Linked CNY Account). Use of your GWI Debit Card is subject to the Daily Transaction Limits set out in Table 1 and Table 3.

A Mastercard Debit Card allows you to pay in-store, online and to withdraw local currency at millions of locations in Australia and overseas. You can use your Mastercard Debit Card globally, wherever the Mastercard or Maestro logo is displayed. Use of your Mastercard Debit Card is subject to the Daily Transactions Limits set out in Table 2 and Table 3.

### 2 Eligibility for Debit Card

Our Debit Cards are available to all individual Transactional and At Call Account Holders and to Joint Transactional and At Call Account Holders where the Account Authority to Operate is "Any to Sign".

Bank of China Debit Cards are not available for Joint Account Holders where the Account Authority to Operate is 'All to sign' or any other combination of signatories signing together.

### 3 Debit Card Transaction and Transfer Limits

The Transaction and Transfer Limits in the tables below are the Maximum Daily Card Limits.

You may change the Daily Transaction and Transfer Limits applicable to your Debit Card via phone banking or Internet Banking. However, the new limit you select can be lower than the Maximum Daily Limit in the table below but your new limit cannot exceed the Maximum Daily Limit set out in the Tables. For example, if you are Classic Cardholder, You can change your Daily ATM Withdrawal Limit from AUD 1,000.00 to AUD 500.00. You cannot change your Daily ATM Withdrawal Limit from AUD 1,000.00 to AUD 2,000.

A Bank of China Debit Card is not a credit card. Any use is limited to the funds available within the Linked Account/s. There is no agreement to allow overdrawing of a Linked Account by the use of the Card.

**Table 1: GWI Debit Card Transaction Limits**

Maximum Daily Limit	Eligible GWI Debit Card Type		
	Gold Card	Classic Card	Student Card
Daily ATM Withdrawals	AUD 2,000.00 per Card CNY 10,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card
Daily POS Transactions	AUD 10,000.00 per Card CNY 60,000.00 per Card	AUD 5,000.00 per Card CNY 30,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card
Online Payment Limit	AUD 2,000.00 per Card CNY 10,000.00 per Card	AUD 2,000.00 per Card CNY 10,000.00 per Card	AUD 2,000.00 per Card CNY 10,000.00 per Card
QR Code Transactions	AUD 1,000.00 per Card CNY 5,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card
Contactless Payment	AUD 500 per Card CNY 1,000.00 per Card	AUD 500 per Card CNY 1,000.00 per Card	AUD 500 per Card CNY 1,000.00 per Card
QuickPass (Tap without PIN)  Note: Merchants may set AUD 100 limit for Contactless Payments without PIN	AUD 200 per transaction CNY 500 per transaction	AUD 200 per transaction CNY 500 per transaction	AUD 200 per transaction CNY 500 per transaction

Note: Cards issued before 15 November 2025 may be used for EFTPOS transactions with merchants and may have access to ATM Cash Deposits at Bank of China ATMs in Australia. However, this function is being progressively phased out from 15 November 2025 and access will be discontinued for all Cardholders after 15 December 2025 until further notice.

**Table 2: Mastercard Debit Card Transaction Limits**

Maximum Daily Limit	Eligible Debit Card Type		
	Gold Card	Classic Card	Student Card
Daily ATM Withdrawals	AUD 2,000.00 per Card	AUD 1,000.00 per Card	AUD 1,000.00 per Card
Daily POS Transactions	AUD 10,000.00 per Card	AUD 5,000.00 per Card	AUD 1,000.00 per Card
Daily ATM Cash Deposits	Unavailable	Unavailable	Unavailable
Contactless Payment	AUD 500 per Card	AUD 500 per Card	AUD 500 per Card
Contactless Payment (Tap without PIN)  Merchants may set AUD 100 limit for Contactless Payments without PIN	AUD 200 per transaction	AUD 200 per transaction	AUD 200 per transaction

Any Account that is linked to your card can be used to make payments to your Bank of China (Australia) Limited credit card Account (if You have one) via Internet Banking (including Mobile Banking), subject to the daily Transaction limits set out in Table 3:

**Table 3: Debit Card Limits through Internet Banking Transactions**

Maximum Daily Limit	Debit Card Type		
	Gold Card	Classic Card	Student Card
Daily Transfer Limit	AUD 10,000.00 per Card	AUD 10,000.00 per Card	AUD 10,000.00 per Card

Note: The Transaction limits in AUD and CNY are separate and apply separately and individually. For example, using an ATM, a Gold Card holder can potentially withdraw up to AUD 2000 per day and can also potentially withdraw up to CNY 10,000 per day. Note, however, that most ATM operators limit the minimum and maximum amounts that can be obtained in a single Transaction. These amounts may also be limited in some countries by regulatory controls. That limit may be less than the daily limit set out in above tables.

#### 4 How to manage your Debit Card

You may come to one of Our Branches in person or call Our 24 Hours Customer Service Hotline to manage your Debit Card. The following table indicates Debit Card services available and how to access those services. (Fees and charges may apply, refer to the **Schedule of Fees and Charges** available on Our Website.)

**Table 4: Debit Card Management**

Description	Branch (in person)	Bank of China Website	Bank of China Branded ATM	24 Hours Customer Service Hotline	Internet Banking	Mobile Banking App
Application for the issue of a new Card and/or application for the issue of a Card to Additional Card Holders	✓					
Balance enquiry	✓	✓	✓	✓	✓	✓
Transaction enquiry	✓			✓	✓	✓
Change Daily Transfer Limits	✓				✓	✓
Obtain a copy of these Conditions of Use	✓	✓				
Report loss (lock card) due to lost or stolen of Debit Card or forgotten or compromised PIN	✓			✓	✓	✓
Cancel an Additional Cardholder's access to a Card (call your Retail Branch for urgent advice).	✓					
Activation	✓				✓	✓

Description	Branch (in person)	Bank of China Website	Bank of China Branded ATM	24 Hours Customer Service Hotline	Internet Banking	Mobile Banking App
Change password (PIN)	✓				✓	✓
Request replacement Debit Card(s)	✓					
Report a Disputed Transaction	✓			✓		
Report an Unauthorised Transaction	✓			✓		
Make a complaint	✓			✓		
Cancel Debit Card	✓					
Other enquiries	✓					

## 5 Using your Debit Card

These Conditions govern the use and operation of your GWI Debit Card and MasterCard Debit Card and they will apply to all Transactions conducted or authorised by You (including Transactions by any additional Cardholder), using your GWI Debit Card and MasterCard Debit Card. If You do not understand something in this section, please visit any of Our branches or call Us on Our 24 Hours Service Hotline for further enquiries. If You have applied for a Debit Card from Us then You have agreed to be bound by these Conditions of Use, and your first use of the GWI Debit Card or MasterCard Debit Card (including by activating and/or using a Debit Card that is sent to You as a replacement or substitute card) will be taken as your agreement to comply with these Conditions of Use.

It is important that You read and agree to these Conditions of Use.

For the separate terms and conditions applicable to your Linked Accounts (or to Accounts that can be linked) to the Debit Card, please refer to **the Transactional and At Call Account Terms and Conditions** available on Our Website or at any of Our Retail Branches in Australia.

## 6 Debit Cards are Our property

Debit Cards are the property of Bank of China. We may suspend the Debit Card and /or ask You to return the Debit Card if We believe it is reasonable to do so. You must ensure that the Debit Card is promptly returned to Us if We so request.

We reserve the right to cancel, suspend, or refuse authorisation of, further Transactions on a Debit Card at any time, if:

- (a) We reasonably consider that a Card has been or is likely to be misused;
- (b) You (or an Additional Card Holder) have breached any of these Conditions of Use or any terms and conditions of any Linked Account to the Card;
- (c) We suspect any illegal or unlawful use of a Card;
- (d) We suspect that the card has been or may be used for or in relation to illegal activities;

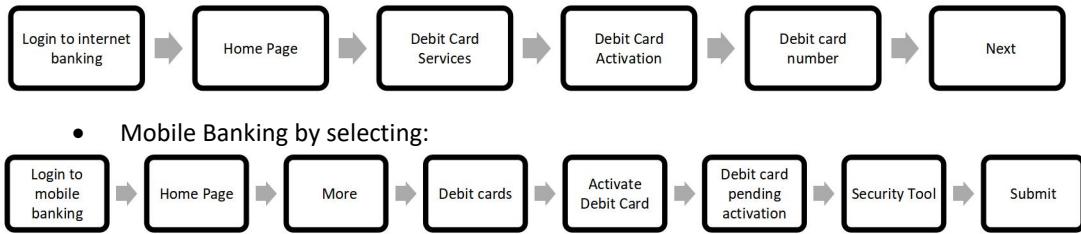
- (e) We believe that use of a Card or the Access Code may cause loss or unacceptable risk to You or to Us;
- (f) any of your Accounts have been closed;
- (g) in Our reasonable opinion, We believe that You gave Us false or inaccurate information when You applied for the card;
- (h) if Your Card has expired; or
- (i) to manage any risk, including a regulatory risk.

Where possible, We will let You know as soon as practicable after We have taken any action listed above (and if appropriate We will give You a general reason for doing so). We may also exercise our rights above if we consider it reasonably necessary to protect our legitimate interests (for example, if Your account is inactive) and provide You with 30 days notice.

## 7 Debit Card Activation

### 7.1 New Debit Card Activation

- (a) New Customers not registered for Mobile Banking and/or Internet Banking can activate a Debit Card:
  - Over the Counter at any Bank of China retail branch in Australia.
  - Through the Customer Service Hotline (Home Loan Customers only): We will identify you before activation can be approved and we will then contact you on the number you have registered with your Account details to complete activation.
- (b) Existing customers registered for Mobile Banking and/or Internet Banking can activate their Card through:
  - Over-the-Counter at any Bank of China retail branch in Australia.
  - Internet Banking at the Bank of China (Australia) Limited official website [bankofchina.com/au](http://bankofchina.com/au).



### 7.2 Replacement Card Activation

Your existing PIN is required to activate a replacement Card. To activate the replacement Debit Card, first complete a Card insert Transaction (either POS purchase or ATM withdrawal) with the new Debit Card and use your existing PIN to complete. Change your existing PIN immediately after activation of your replacement Debit Card and destroy your old Debit Card.

### 7.3 Mastercard Debit Card Contactless Function Activation

To activate the Contactless Function, you must first complete a Card insert Transaction (either POS purchase or ATM withdrawal) using your existing PIN. Once complete the Contactless Function is available for future transactions.

If a Purchase is less than \$200, you can tap your Debit Card without entering the PIN at any terminal accepting Contactless Payment. However, Merchants may set POS terminals for a \$100 limit for Contactless Transactions without a PIN .

If a purchase is over \$200, (or over \$100 where a merchant has opted for a lower limit), and you tap for Contactless Payment, you will be required to enter your PIN to complete that Transaction within Australia.

Please see **Section 2: 9 Transactions using your Debit Card** and **Section 2: 3 Debit Card Transaction and Transfer Limits** for more information about transaction methods and limits.

## **8 Accessing your Account/s**

A maximum of 3 of your Bank of China Transactional and At Call Accounts can be linked to your GWI Debit Card. A maximum of 1 of your Bank of China Transaction and At Call Accounts can be linked to your Mastercard Debit Card.

You must have one Linked Account from the list of Primary Accounts below.

You can link any of the Additional Linked Accounts as a second Linked Account, provided it is not the same type as your Primary Account.

You can link another Additional Linked Account as a third Linked Account, provided it is not the same type as your Primary or Second Linked Account.

### **8.1 Linking your Account(s) to a GWI Debit Card**

**Table 5: Available Linked Account types for GWI Debit Card**

<b>Primary Linked Accounts</b>	<b>Additional Linked Accounts</b>
All \$AUD	
Demand Deposit Account	Demand Deposit Account (CNY)
Online Saver Account	Cheque Account (AUD)
Overseas Student Account	
Basic Transaction Account	
Cheque Account	

A Demand Deposit Account (CNY) can only be an Additional Linked Account.

An Additional Linked Account cannot be the same Account type as the Primary Linked Account.

You can add 1 or 2 Additional Linked Accounts. If you add 2 Additional Linked Accounts, these must be different Account types and they must not be the same as the Primary Linked Account type.

### **8.2 Linking your Account to a Mastercard Debit Card**

**Table 4: Available Linked Account types for Mastercard Debit Card**

<b>Primary Linked Accounts</b>
All \$AUD

Demand Deposit Account

Online Saver Account

Overseas Student Account

Basic Transaction Account

Cheque Account

Only 1 Bank of China Transactional and At Call Account can be linked to your Mastercard Debit Card.

## 9 Transactions using your Debit Card

Transactions can be made using your Debit Card as allowed by the Card Scheme and the Bank. New transaction methods may be introduced and made available on your card from time to time.

Some transaction payment methods require a Debit card with Chip.

### Transaction and Payment Methods for GWI Debit Card

Point of Sale Payment	Online Payment	ATM
<ul style="list-style-type: none"><li>• Contactless Payment* (enter PIN if over threshold*)</li><li>• Magnetic Strip swipe (enter PIN)</li><li>• Insert Card with Chip (enter PIN)</li><li>• QR Code purchase<sup>^</sup> (enter PIN)</li></ul>	<ul style="list-style-type: none"><li>• UnionPay Online Payment (UPOP)</li></ul>	<ul style="list-style-type: none"><li>• Insert Card (enter PIN)</li><li>• Tap Card (enter PIN) (Bank of China ATM in Australia only)</li></ul>
<p>*Some merchants apply a surcharge for these transactions.</p> <p>*Thresholds are set by UnionPay under the Card Scheme Rules from time to time. Contact Us for current threshold.</p> <p><sup>^</sup>QR Code purchases only available at selected merchants supporting UnionPay QR Code and selected third-party payment method like Wechat Pay or Alipay</p>	<p>Activate this function at local Bank of China branches in Australia.</p> <p>Online payments only available from merchants supporting UnionPay.</p>	ATM charges may apply from other financial institutions or providers

### Transaction and Payment Methods for Mastercard Debit Card

Point of Sale Payment	Online Payment	ATM
<ul style="list-style-type: none"><li>• Contactless Payment* (enter PIN if over threshold*)</li><li>• Magnetic Strip swipe (enter PIN)</li><li>• Insert Card with Chip (enter PIN)</li><li>• QR Code purchase<sup>^</sup> (enter PIN)</li></ul>	<ul style="list-style-type: none"><li>• Mastercard Online Payment</li></ul>	<ul style="list-style-type: none"><li>• Insert Card (enter PIN)</li><li>• Tap Card (enter PIN) (Bank of China ATM in Australia only)</li></ul>

## Transaction and Payment Methods for Mastercard Debit Card

Point of Sale Payment	Online Payment	ATM
<p>*Some merchants apply a surcharge for these transactions.</p> <p>•Thresholds are set by Mastercard under the Card Scheme Rules from time to time. Contact Us for current threshold.</p> <p>^QR Code purchases only available at selected third-party payment method like Wechat Pay or Alipay.</p>	Online payments only available for selected merchants supporting Mastercard.	ATM charges may apply from other financial institutions or providers

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## 9.1 In Australia

### 9.1.1 GWI Debit Card

The GWI Debit Card is broadly accepted by financial institutions and Merchants in Australia. GWI Debit Cards can be used at ATMs and for POS transactions with merchants that display the UnionPay logo. Cards issued before 15 November 2025 may be used for EFTPOS transactions with merchants and may have access to ATM Cash Deposits at Bank of China ATMs in Australia. However, this function is being progressively phased out from 15 November 2025 and access will be discontinued for all Cardholders after 15 December 2025 until further notice.

When using your GWI Debit Card in Australia to withdraw money from ATMs, or to pay for goods and services, your Card will access funds You hold in the linked AUD Account You selected, either your linked AUD Savings Account You select "Savings" Account, or from your linked AUD Cheque Account (if any) if You select "Cheque" Account.

If you select an AUD Account that is not a Linked Account, the selection will be ineffective and the transaction will access the funds held in your Primary Linked AUD Account.

If the funds in your selected linked AUD Account are not sufficient for the whole of the Transaction, one of the following will occur:

- If You have not arranged an Auto-link from your Primary Linked AUD Account to a Linked CNY Account, the Transaction will be declined; or
- If You have arranged an Auto-link from your Primary Linked AUD Account to your Linked CNY Account (if any), the Card will:
  - (i) automatically access funds held in your Linked CNY Account for the remaining amount the Transaction (and any associated fees); or
  - (ii) If there are not sufficient funds in your Linked CNY Account, the Transaction will be declined

Further access will not be sought to another linked AUD Account before denying the Transaction. Where a CNY Account is used to access funds to allow for the withdrawal of money in AUD, or to allow a payment for goods and services in AUD, the CNY withdrawn from your CNY Account will be converted directly to AUD at real time foreign exchange rate.

All the Transactions conducted in Australia using the GWI Debit Card at "Bank of China" branded ATMs, including balance inquiries and withdrawals are free of charge.

Subject to Card Schemes' arrangements and system changes, the above conditions are subject to change from time to time.

### 9.1.2 Mastercard Debit Card

The Mastercard Debit Card is broadly accepted at ATMs and Merchants in Australia.

When using your Mastercard Debit Card in Australia to withdraw money from ATMs, or to pay for goods and services, your Card will directly access to the funds You hold in the selected linked AUD Account.

All the Transactions conducted in Australia using the Mastercard Debit Card at "Bank of China" branded ATMs, including withdrawals and balance enquiries, are free of charge.

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## 9.2 In Mainland China

### 9.2.1 GWI Debit Card

We are an associate member of China UnionPay, which is the biggest domestic bank card organisation and interbank network in China. China UnionPay also operates a payment system network. When You are in Mainland China, You can access available funds in a Linked Account by using your GWI Debit Card through the China UnionPay and Bank of China networks.

In Mainland China, when using your GWI Debit Card to withdraw money from ATMs, or to pay for goods and services, your card will first seek access to the funds You hold in a Linked CNY Account (if any). Where You hold a Linked CNY Account and where the funds in your Linked CNY Account are not sufficient for the whole of the Transaction, one of the following will occur:

- (i) If You have not arranged an Auto-link from your Linked CNY Account to your Primary Linked Account in AUD, the Transaction will be declined.
- (ii) If, however, You have arranged an Auto-link from your Linked CNY Account to your Primary Linked Account in AUD, the card can then automatically access funds held in your Primary Linked AUD Account for the whole of the amount the Transaction (and any associated fees). Then, if there are not sufficient funds in your Primary Linked AUD Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction.

Where You do not hold a Linked CNY Account, and where You use the card in Mainland China to withdraw money from ATMs, or to pay for goods and service, your card will seek access to the funds You hold in your Primary Linked AUD Account. If there are not sufficient funds in that Primary Linked AUD Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction. Where an AUD Account is used to access funds to allow for the withdrawal of money in CNY, or to allow a payment for goods and services in CNY, the AUD withdrawn from your AUD Account will be converted directly to CNY at real time foreign exchange rate.

In Mainland China, You cannot use your GWI Debit Card to make deposits or to change Your PIN either at ATMs or at any Bank of China branch. When You make Transactions such as cash withdrawals and/or balance enquiries on ATMs, ATM operator fees (and other Transaction fees) may apply at the time of the Transaction. For further information about fees and charges, please refer to the Schedule of Fees and Charges.

Subject to Card Schemes' arrangements and system changes, the above conditions are subject to change from time to time.

### 9.2.2 Mastercard Debit Card

All Mastercard Debit Card transactions originating from Mainland China will be overseas Transactions fees and exchange rates will apply. Refer to clause 9.3.2 for more details.

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## 9.3 Regions/Countries other than Australia and Mainland China

### 9.3.1 GWI Debit Card

By using the China UnionPay network, your GWI Debit Card can be used in at least 162 countries and regions around the world.

In regions/countries other than Mainland China and Australia, when using your GWI Debit Card to withdraw money from ATMs, or paying for goods and services, and where the ATM or POS terminal that You are using **allows You to select** the Account type

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from which your funds are to be drawn upon to finance the requested Transaction, your card will first seek access to the funds You hold in the linked AUD Account You select, namely:

- your linked AUD Savings Account (that is not a cheque Account ) where You select a "Savings" Account, or
- from your linked AUD cheque Account (if any) where You select a "Cheque" Account.

If the funds in your selected linked AUD Account are not sufficient for the whole of the Transaction, one of the following will occur:

- (i) If You have not arranged an Auto-link from your Primary Linked AUD Account to a Linked CNY Account, the Transaction will be declined.
- (ii) If, however, You have arranged an Auto-link from your Primary Linked AUD Account to your Linked CNY Account (if any), the card can then automatically access funds held in your Linked CNY Account for the whole of the amount the Transaction (and any associated fees). Then, if there are not sufficient funds in your Linked CNY Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction.

If your selected AUD Account is not a Linked Account, your card will automatically access the funds held in your Primary Linked AUD Account instead. If there are insufficient funds in your Primary Linked AUD Account for the whole of the Transaction, the Transaction will be declined.

In regions/countries other than Mainland China and Australia, when using your GWI Debit Card to withdraw money from ATMs or paying for goods and services, and where the ATM or POS terminal You are using **does not allow You to select** a particular savings Account (or cheque Account), your card will first seek access to the funds You hold in your Primary Linked AUD Account. If the funds in your Primary Linked AUD Account are not sufficient for the whole of the Transaction (and any associated fees), one of the following will occur:

- (i) If You have not arranged an Auto-link to a Linked CNY Account, the Transaction will be declined.
- (ii) If, however, You have arranged an Auto-link to your Linked CNY Account, the card can then automatically access funds held in your Linked CNY Account (if any). If there are not sufficient funds in that Linked CNY Account, the Transaction will be declined.

In regions/countries other than Australia or Mainland China, when using your GWI Debit Card to withdraw money from ATMs, or to pay for goods and services, if Transactions are made in currencies other than AUD or CNY, the whole amount (and any associated fees) will be converted into AUD and the required funds will first be sought from your Primary Linked AUD Account. If there are not sufficient funds in your Primary Linked AUD Account for a requested Transaction and if You have arranged for an Auto-link to your Linked CNY Account, the whole Transaction amount (and any associated fees) will then be sought from your Linked CNY Account, if any. Then, where You hold such a Linked CNY Account and there are sufficient funds to conduct the requested Transaction held in that Linked CNY Account, the Transaction amount will be converted into CNY to allow it to be paid from your Linked CNY Account.

In regions/countries other than Australia or Mainland China, You cannot use your GWI Debit Card to make deposits or to transfer funds between Linked Accounts at ATMs or at local Bank of China Retail Branches. When You make Transactions such as cash withdrawals and/or balance enquiries on ATMs, ATM operator fees (and other Transaction fees) may apply at the time of the Transaction. For further information about fees and charges, please refer to the Schedule of Fees and Charges.

Subject to Card Schemes' arrangements and system changes, the above conditions are subject to change from time to time.

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### 9.3.2 Mastercard Debit Card

In regions/countries other than Australia, when using your Mastercard Debit Card to withdraw money from ATMs, or to pay for goods and services, if Transactions are made in currencies other than AUD, the whole amount (and any associated fees) will be converted into AUD and the required funds will be drawn from your Linked AUD Account.

In regions/countries other than Australia, You cannot use your Mastercard Debit Card to make deposits at ATMs or at local Bank of China Retail Branches. When You make Transactions such as cash withdrawals and/or balance enquiries on ATMs, ATM operator fees (and other Transaction fees) may apply at the time of the Transaction. For further information about fees and charges, please refer to the Schedule of Fees and Charges.

## 10 Pre-authorisations

Some Merchants may request a pre-authorisation when a Debit Card is to be used for making a payment to the Merchant at a later time. This pre-authorisation is requested to ensure that there will be sufficient funds in your Linked Account/s for the estimated cost of goods and services that they will supply. We may choose not to pre-authorise a particular Transaction, for example, if We suspect a fraudulent Transaction or are experiencing networking problems. Once the pre-authorisation request is accepted by Us, the estimated cost of the goods or services to be supplied, plus a 15% mark-up will be held by Us for up to 45 days. Your available balance will be reduced by the value of the pre-authorisation amount. However, the pre-authorisation amount will not be visible in your Transaction history. Please take this into Account when You make a balance enquiry.

When the Merchant makes a claim in respect of the goods or services for which a pre-authorised amount has been held, that Transaction will be processed in the ordinary course and any part of the pre-authorisation amount that exceeds the amount of the actual Transaction amount will be released and become available to You. If the Merchant has not made any claim in respect of the goods or services for which a pre-authorised amount has been held, the pre-authorised amount will be released and become available to You after 45 days of the pre-authorisation amount being set aside by Us.

You should note that, when using a GWI Debit Card in Mainland China, if You do not have sufficient funds in your Linked CNY Account or You do not have a CNY Account linked to your card, the pre-authorisation Transactions cannot be processed. For both MasterCard Debit Card and GWI Debit Card, in regions/countries other than Australia or Mainland China, if You do not have sufficient funds in your Primary Linked AUD Account, the pre-authorisation Transactions cannot be processed.

## 11 Foreign Exchange Rate

Transaction foreign exchange rates are in real time. Rates are subject to change. Indicative exchange rates can be viewed using Internet Banking or on the Mobile Banking home page. The actual rate applied will be shown in your account transactions after execution.

The exchange rate used for conversion of all overseas Transaction amounts processed using a Bank of China owned ATM or POS machine will be the Bank of China wholesale exchange rate. The exchange rate for other overseas transactions is selected by China UnionPay for GWI Debit Card Transactions, and selected by MasterCard for MasterCard Debit Card Transaction

Please note that, in most cases, the exchange rate applied at the time of a refund of a Transaction may be different from the exchange rate that applied to the original Transaction.

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## 12 Balance Enquiries

### 12.1 GWI Debit Card

Table 5 indicates the currency the balance will be displayed in when making an ATM enquiry.

When You make a balance enquiry from an ATM in Australia, the balance displayed will vary according to the Account selected.

When You are in Mainland China, the balance displayed on the ATM in response to a balance enquiry is the balance on your Linked CNY Account, in CNY. If You do not have a Linked CNY Account, the balance displayed is the balance of your selected linked AUD Account, in CNY.

When You are in countries and regions other than Australia or Mainland China and if the ATM does not allow you to select a Linked Account, the balance displaying on ATMs is the balance of your Primary Linked AUD Account in the local currency. If the ATM allows you to select your Linked Account the balance of your selected Linked Account in the currency of that Linked Account.

If You select balance enquiry for an Account not linked to your GWI Debit Card, the balance of your Primary Linked AUD Account will be displayed.

**Table 5: Balance Enquiries: Currency display**

<b>Where you can select the Linked Account at an ATM for a Balance Enquiry</b>			
<b>Account/s Linked</b> AUD unless otherwise stated	<b>Mainland China*</b>	<b>Australia</b>	<b>Other Countries and Regions*</b>
Demand Deposit Account	Balance of selected Linked Account in CNY	Balance of selected Linked Account	Balance of selected AUD Linked Account in local currency
Demand Deposit Account (CNY)			Balance of selected CNY Linked Account in CNY
Cheque Account			
<b>Where you cannot select the Linked Account at an ATM for a Balance Enquiry</b>			
<b>Account/s Linked</b> AUD unless otherwise stated	<b>Mainland China*</b>	<b>Australia</b>	<b>Other Countries and Regions*</b>
Demand Deposit Account	Balance of Primary Linked Account in CNY	Balance of Primary Linked Account	Balance of Primary Linked Account in local currency
Demand Deposit Account (CNY)			
Cheque Account			

\* Note: You may not be able to check your balance from some ATMs. If You are outside Australia, the balance of your linked AUD Account will be displayed in the equivalent amount of the local currency (e.g. CNY or USD) depending on where You are. An exchange rate will be applied by the ATM at the time of your balance enquiry and the exchange rate is for reference only. Minor discrepancies can arise between different ATMs and the balance recorded by Us. The applicable exchange rate is the rate applied by Us.

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## **12.2 MasterCard Debit Card**

When You make a balance enquiry from an ATM anywhere, the balance always displays as the balance of your selected linked AUD Account. When You are in countries and regions other than Australia, the Account balance displays in the local currency.

## **13 Statement**

Quarterly Statements will be issued to the Account Holder, or to a nominated Account Holder (for linked joint Accounts where a nomination has been made), for each Linked Account. You should check every statement carefully when You receive it. If You believe there is any discrepancy in any statement, notify Us immediately. Details of Our dispute resolution procedure are set out in Section 8 "Unauthorised and Disputed Transactions and Mistaken Internet Payments".

Through Personal Internet Banking and Business Internet Banking You may select your preference for E-Statements or paper statements for savings, cheque or deposit Accounts.

Statements are not issued to additional cardholders. You are responsible for checking the statement details with the Additional Cardholders (if any).

## **14 Card validity and expiry**

Your Card can only be used before the "valid to" date shown on the Card and it cannot be used after that date. When a Card expires, You must destroy it once you receive your replacement Card.

## **15 Card re-issue**

We issue a new Card to You in various situations including:

- (i) before your Card is due to expire; or
- (ii) at your request if your Card is lost or stolen or misplaced or damaged.

You might not be reissued with a Card in the following circumstances:

- (i) if You have made no Debit Card transactions in the 12 months before the expiry date;
- (ii) if your registered address is not your current address;
- (iii) if we have cancelled your Card; or
- (iv) for reasons beyond our control, such as non-delivery due to third party failure.

Contact your local Branch if Your Card has expired and you have not received a new Card.

All re-issued Debit Cards are subject to these Conditions of Use. We reserve the right not to re-issue a Card.

## **16 Cancellation and termination**

If You are the Cardholder and You would like to cancel your Debit Card, You will need to visit one of the Bank of China Branches in Australia with your valid ID. If you are not able to visit a Branch, please contact your Branch for assistance.

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## **17 Debit Card security**

### **17.1 PIN security**

When You apply for a Debit Card at a Retail Branch, you will be required to select a PIN. In some circumstances we may accept remote applications for Debit Cards. In that case we will send you the PIN by post and separately from the GWI Debit Card.

Once your GWI Debit Card or MasterCard Debit Card is issued this PIN will operate the Card where required for ATM and POS transactions.

You can change your PIN to any six-digit numbers that You personally select by:

- (i) visiting any of Our Retail Branches; or
- (ii) selecting to change your PIN in the Mobile Banking app; or
- (iii) selecting to change your PIN via internet banking

If we have sent you a PIN by post, You must change the PIN as soon as You receive it. You must not voluntarily disclose your PIN to anyone, including a family member or a friend. You must not record your PIN on the card or on any article carried with the card and You must not be carelessness with or otherwise fail to protect, the security of your PIN. You must take all precaution to ensure your PIN is not obvious or easily guessed, for example, using your date of birth as your PIN.

### **17.2 Card security**

You must sign your Debit Card upon receipt. You agree to always keep your card in a safe place and ensure the card is reasonably protected from theft or misuse. You must only use the Debit Card in accordance with these Conditions of Use.

### **17.3 Debit Card Linked Account Security**

To protect Your Debit Card Linked Account, from fraud or unauthorised transactions follow below steps before or when You use your debit card:

- download and register the overseas version of the Bank of China Mobile banking App (the App);
- bind Your Debit Card to the App;
- turn on Account Transaction Notification Alert;
- turn on your SMS transaction notification on BOC Mobile Banking App;
- open the App and check transactions if you receive an SMS or App transaction notification;
- use the App to check Your transaction activity frequently, (we recommend daily checking);
- Report to the Bank if you do not recognise a transaction or if you suspect Debit Card fraud.

If you suspect your Debit Card has been used fraudulently, you must immediately report to us by contacting the Customer Service Hotline on 1800 095 566 (in Australia) or +61 3 96706200 (from overseas). This number is also found on the back of your Debit Card. The staff on the Customer Service Hotline can stop your Card access. For

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more information about Internet Banking and Mobile Banking App Debit Card services, please refer to Condition 10 Debit Cards of Section 3: Internet Banking Terms and Conditions.

## **18 Card lost or stolen**

You must immediately report to Us by calling Our 24 Hour **Customer Service Hotline**: Australia: 1800095566 Overseas: +61 3 96706200, as soon as You have become aware, or as soon as You have any reason to suspect, that:

- (a) your Card or your PIN record has been lost or stolen;
- (b) your Card has or may have been used by someone else without your authority;
- (c) your PIN is compromised, or its security is breached in any way;
- (d) your Card is damaged or not working properly; or
- (e) your mobile device has been lost or stolen.

We may then suspend the Card (including additional Cards) or Transaction capability on the Card, to prevent or minimise losses from unauthorised Transactions using your Card and your liability for such losses.

### **18.1 Card lock and unlock in Mobile Banking App and Online Banking**

In addition to reporting on the Customer Service Hotline, You can lock Your Card if you suspect it is lost or stolen through the “Report Loss / Cancel Loss Reporting” function in the Bank of China Mobile Banking App or through Online Banking. If you relocate Your Card within 30 days of locking Your Card, You can unlock the Card through “Report Loss / Cancel Loss reporting”.

After 30 days a locked Card cannot be unlocked and you will need to request a replacement Card. To obtain a replacement Card you are required to attend a Bank of China Retail Branch in Australia with your Identification documentation.

When Your Card is locked the Linked Account will remain open and can be used for other transactions.

### **18.2 Unauthorised Transaction on Lost or Stolen Card**

If you believe there have been unauthorised Transactions made on a lost or stolen Card refer to clause 19.4.

## **19 Disputed and Unauthorised Transactions and Card Scheme rights**

Refer to Section 7: for information about reporting and claiming for unauthorised and disputed transactions on the Card or Card Account.

If You or a Cardholder report a disputed Transaction on a card Account and We did not exercise Our rights to recover from other parties under the rules of the Card Schemes, We will not hold You liable for losses for an amount greater than your liability would have been if We had exercised any rights We had under the rules of the Card Schemes at the time the report was made.

We do not have to exercise any rights We may have under the rules of the Card Schemes. However, We cannot hold You liable for a greater amount than would apply if We had exercised those rights.

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Claims under the rules of the Card Scheme include ATM Claims and Point of Sale (POS) claims as set out below. To make a claim you must notify us within as soon as possible, and preferably within 30 days and no later than 90 days from the statement date of the disputed Transaction.

If you make a claim under the Card Scheme rights and it is successful, we will credit your account with the refund. If the claim is not successful you bear the loss unless you recover those funds from us in accordance with the ePayments Code, as set out in Section 9.

## **19.1 ATM Claims**

If the dispute is related to your GWI or Mastercard Debit Card, please bring your valid ID and Debit Card to a local Bank of China branch in Australia to raise your dispute.

If the dispute is related to Debit Card issued by another bank, please contact your issuer bank to raise the ATM claim.

### **(a) ATM Withdrawal Dispute**

You may notify us of a dispute in relation to an ATM withdrawal with your Debit Card for issues including:

- the wrong amount was dispensed by the ATM; or
- no money was dispensed by the ATM

If the dispute is related to your GWI or Mastercard Debit Card, you should contact us within **90 DAYS** after the date the transaction occurred, otherwise, we may lose any chargeback rights we have under UnionPay or Mastercard scheme rules. Based on scheme rules, it normally takes up to **31 DAYS** for the resolution result, if the ATM service provider challenges your claim, the time to determine the dispute will be longer. Dispute can take up to **45 Days**.

### **(b) ATM Deposit dispute ( Pre - 15 November GWI cards only – see our note below Table 1 about end of ATM deposits)**

You may notify us of a dispute in relation to an ATM deposit with your Debit Card for issues including:

- full notes are inserted, but no amount, or the wrong amount, was credited to your Account; or
- full notes are inserted, the transaction was cancelled, no notes or not all deposited notes are returned.

If the dispute is related to your GWI Debit Card, you must contact us as soon as possible after the date the transaction occurred. Our ATM services are provided by a third party and we rely on them to investigate disputes. It normally takes up to **21 BUSINESS DAYS** for the resolution result. However, if the ATM service provider challenges your claim, the time to determine the dispute will be longer. Dispute can take up to **45 DAYS**.

## **19.2 Point of Sale (POS) Claims**

You may notify us of a dispute in relation to a POS transaction made using your Debit Card. A dispute in relation to a POS Transaction may be a claim that a POS transaction:

- (a) was debited to the Account for the incorrect amount;
- (b) was duplicated and charged twice to the Account;
- (c) was debited to the wrong Account; or

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(d) for a refund Transaction was not credited to the Account;

If the dispute is related to your GWI or Mastercard Debit Card, you should contact us within **90 DAYS** after the date the transaction occurred, otherwise, we may lose any chargeback rights we have under UnionPay or Mastercard scheme rules. Based on scheme rules, it normally takes up to **31 DAYS** for the resolution result. If the Merchant challenges your claim, the time to determine the dispute will be longer. Dispute can take up to **45 Days**.

### **19.3 Online Transaction**

You may use your GWI Debit Card for payment to online merchants that accept UnionPay online payment.

You may use your Mastercard Debit Card for payment Transactions with online merchants that accept Mastercard online payment.

Merchants may choose to use 2 factor authentication (Card number and details, plus mobile phone SMS verification code) or, merchants may use Express Pay, 1 factor authentication (Card number and details). If you suspect your Debit Card has been used fraudulently, you must immediately report to us by contacting the Customer Service Hotline on 1800 095 566 (in Australia) or +61 3 96706200 (from overseas). This number is also found on the back of your Debit Card. The staff on the Customer Service Hotline can stop transaction access with Your Card. However, the Linked Account will remain open and can be used for other transactions.

If you wish to raise a dispute in relation to your GWI or Mastercard Debit Card transactions, you should contact us within **90 DAYS** after the date the transaction occurred, otherwise, we may lose any chargeback rights we have under UnionPay, Mastercard scheme rules. Based on scheme rules, it normally takes up to **31 DAYS** for the resolution result, if the Merchant challenges your claim, the time to determine the dispute will be longer. Dispute can take up to **45 Days**.

### **19.4 Unauthorised Card Transactions**

Refer toSection 7: and below terms for information about reporting and claiming for Unauthorised Card Transactions on Your Account.

#### **19.4.1 How to report an Unauthorised Card Transaction**

If you suspect your Debit Card has been used fraudulently, you must immediately report to us by contacting the Customer Service Hotline on 1800 095 566 (in Australia) or +61 3 96706200 (from overseas). This number is also found on the back of your Debit Card. The staff on the Customer Service Hotline can stop your Card access.

To cancel Your Card and order a new Card visit your local Bank of China Retail Branch in Australia.

You may not be unable to recover amounts paid for unauthorised Transactions if You have unreasonably delayed notifying Us of the loss, theft or misuse of the **Card**.

You can lock Your Card if you suspect it is lost or stolen through the “Report Loss / Cancel Loss Reporting” function in the Bank of China Mobile Banking App or through Online Banking. If you relocate Your Card within 30 days of locking Your Card, You can unlock the Card through “Report Loss / Cancel Loss reporting”.

After 30 days a locked Card cannot be unlocked and you will need to request a replacement Card. To obtain a replacement Card you are required to attend a Bank of China Retail Branch in Australia with your Identification documentation.

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When Your Card is locked the Linked Account will remain open and can be used for other transactions.

Once the Lock Card function is activated, You can then unlock your Card again within 30 calendar days using the 'Report Loss' function in the Mobile Banking App or through Online Banking or by contacting Your local Bank of China Retail Branch. After the Card is locked for 30 days, Your Debit Card cannot be unlocked and You must obtain a Replacement Card. A Replacement Card can only be obtained from a Bank of China Retail Branch in Australia. We do not issue a Replacement Card by post.

#### **19.4.2 How to get a new Card**

To obtain a new Card You must attend a Bank of China Retail Branch in Australia with Your identification documentation. When Your Card is cancelled remember to update Card information for any scheduled payments or organise to have them paid from a different card or account.

#### **19.4.3 How to claim a refund of Unauthorised Transactions**

To claim a refund contact Your Bank of China Branch in Australia and provide the documents listed below for the Bank to investigate the transactions:

- (a) A Debit Card Fraud Report Form (available from your Bank of China Retail Branch), completed with details of the claim
- (b) A Police Report Event Number or a Record of a report made online to the Australian Cyber Security Centre
- (c) Your Photo ID
- (d) A Statutory Declaration setting out the events and circumstances relating to your claim

Refer to Section 7: 6

#### **19.5 Other Corrections under the Card Scheme**

If We receive a report from any merchant or relevant intermediary financial institution, that a Transaction has been debited or credited incorrectly to your Account, We will investigate the report and may make a correction to your Account as required by any relevant law, by Card Scheme Rules or other payment system rules or regulations, the ePayments Code or otherwise as We consider appropriate, acting reasonably. If we do so, We will:

- (a) Notify You as soon as practicable;
- (b) Include any correction in the next statement under your normal statement cycle; and
- (c) On request, give You any further information You request about the correction.

#### **19.6 Complaints handling process**

We will inform You of the outcome of the reported mistaken payment in writing within 30 days of the day on which the report is made or advise You in writing of the need for more time to complete Our investigation. Unless there are exceptional circumstances, We will complete our investigation within 30 days of receipt of the complaint. You can make a

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complaint to Us about how the report is dealt with. See Section 1, clause 4, for information on our Dispute Handling Process.

## **Section 3: Internet Banking**

You may access Internet Banking after registering at a Retail Branch or registering through the Mobile App. Restrictions apply as set out in these Conditions of Use.

If You are an individual customer of Bank of China, access Internet Banking through the Personal Internet Banking Services via Our Website or Our Mobile App

If You are a business customer of Bank of China, access Internet Banking through the Business Internet Banking Services via Our Website.

If you are a Joint Account Holder you can only access Internet Banking if the Authority to Operate on the Joint Account is set to Any to Sign. If the Authority to Operate is set to any other option, you will have “view only access” to Internet Banking.

### **1 Establishing Internet Banking Services**

- (a) By signing an Application Form or by registering through the Mobile App and each time You use the Internet Banking Services, You:
  - (i) agree to these Conditions of Use; and
  - (ii) acknowledge that authorisation of any signatories to operate your Accounts through Internet Banking does not provide or amend authorisation to access your Account by any other Account Access Method in these Conditions of Use.
- (b) Before You can use the Internet Banking Services You must:
  - (i) hold or open at least one Transactional or At Call Account, Term Deposit, loan Account or Credit Card Account with us;
  - (ii) to register:
    - (A) complete and submit an Internet Banking Application Form; or
    - (B) select Registration through the Mobile Banking app
- (c) If You acquire Internet Banking Services, these services will apply to the Linked Accounts You hold with Us.
- (d) To access Personal Internet Banking Services via the Mobile App You must download the Bank of China International’s mobile banking App from your mobile app store and then register for Mobile App access, either within the Personal Internet Banking Service’s section of Our Website or at any Retail Branch. The Mobile App is not available for Business Internet Banking.
- (e) Some features or functions of the Internet Banking Services described in these Conditions of Use may not be available when You register to use the Internet Banking Services. We may introduce those features or functions at a later date and may change the Internet Banking Services (including the features, functions, appearance or availability of the Personal Internet Banking Services and Business Internet Banking Services) from time to time in accordance with Section 1: 7 of these Conditions of Use.

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## **2 Internet Banking Registration at Retail Branch**

When You attend a Retail Branch to register for Internet Banking, we will:

- (i) identify You, as required by law; and
- (ii) provide You with Your username, secure Password and Etoken.

## **3 Security Codes**

### **3.1 Accessing Internet Banking**

- (a) To access the Internet Banking Services via Our Website, You must successfully:
  - (i) enter your username;
  - (ii) enter your Password;
  - (iii) navigate the Captcha security system; and
  - (iv) enter your Etoken Code.
- (b) To access the Personal Internet Banking Services via Our Mobile App, You must successfully:
  - (i) enter your username;
  - (ii) enter your Password; and
  - (iii) navigate the Captcha security system.

At your option, the username and Password that You use for the Mobile App for Personal Internet Banking may be different from the username and Password that You use for Website access. Your Etoken is not required to access the Personal Internet Banking Services via the Mobile App, but You will need to use the Etoken and enter your Etoken Code in order to complete some Transactions using the Mobile App.

- (c) Your username:
  - (i) is an alpha-numeric Code of no less than 6 and no more than 20 characters;
  - (ii) identifies You as the holder of an Account; and
  - (iii) is initially issued by Us, but must be changed by You as soon as possible following collection.
- (d) Your Password:
  - (i) is an alpha-numeric Code of no less than 8 and no more than 20 characters;
  - (ii) verifies your identity to access the Internet Banking Services; and
  - (iii) is initially issued by Us, but must be changed by You as soon as possible following collection.
- (e) Your secure Etoken Code is, at any time, the six-digit numeric Security Code displayed at that time on the Etoken issued to You by Us. Should You misplace your Etoken, You must apply to Us for a replacement.
- (f) On any day if the wrong password is entered 5 times after entering your username, your username will be blocked, and You will not be allowed to attempt a further login until the next day.

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- (g) If at any time the wrong Etoken Code is entered 5 successive times, Your access to Internet Banking Services will be blocked until You personally attend a Retail Branch and apply to have Your access unblocked.
- (h) The Captcha security system displays a series of distorted letters and symbols forming a Code that must be retyped into the required field before access to Internet Banking is allowed.

### **3.2 Retrieve Username or Reset Password**

After you select to Retrieve Username or Rest Password you will need to complete the Confirmation of identity for Retrieval of Username in clause 3.3 below.

- (a) If you forget your Username
  - (i) Click on 'Forgot Username and Password' next to 'Login' on the User Login screen;
  - (ii) Select 'Retrieve Username' on the next screen; and
  - (iii) The screen will show 'Verify Retrieve Username'. Complete the confirmation of identity as detailed in clause 3.3 below
  - (iv) Your user name will display on the next screen and you will need to log in again with this name. Confirm to continue.
- (b) If you forget your Password
  - (i) Click on 'Forgot Username and Password next to 'Login' on the User Login screen;
  - (ii) Select 'Reset Password' on the next screen;
  - (iii) The screen will show 'Verify Reset Password'. Complete the confirmation of identity as detail in clause 3.3 below;
  - (iv) On the next screen enter your new password; and
  - (v) Re-enter your new password and press confirm to reset.

### **3.3 Confirmation of identity for Retrieval of Username or Resetting Password**

- (a) To confirm your identity you are required to enter information about one of the identification documents you used to open your account.
- (b) Identification steps required for Retrieve Username or Reset Password:
  - (i) Document Type:  
select from the drop down menu the document you used to open your account;
  - (ii) Document number:  
enter the number of the identification document e.g. your Passport number; your driver licence number
  - (iii) Debit Card Number:  
enter the number embossed on your Bank of China Great Wall International Debit Card

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(iv) Card PIN:

enter the PIN you use for Bank of China Great Wall International Debit Card transactions

(v) Certification Code:

navigate the Captcha security system

(vi) Authentication code

enter your EToken code or the verification code sent by SMS

### **3.4 Manage Personal Particulars Information**

(a) To edit your:

(i) residential address;

(ii) email address;

(iii) phone number;

(iv) mailing address; and

(v) employer or school name

Select **Service Settings** from the Main Menu, then select **Manage Personal Particulars Information**

(b) You will be required to verify your authority to edit Personal Particular Information. This verification requires EToken confirmation or, if you are using the Mobile Banking app, verification is available by SMS.

## **4 Transfers and Payments**

(a) Funds Transfer and Payments are available through Personal Internet Banking and Business Internet Banking and Mobile Banking.

(b) You may make a Fund Transfer or Payment through Internet Banking ONLY:

(i) from a Linked Account;

(ii) to a Permitted Destination Account;

(iii) during (and to take effect during) Operating Hours set out in Schedule 1&2 Part A;

(iv) subject to the maximum daily Transfer limits as listed in Schedule 1 Part B; these Terms and Conditions;

(v) subject to any applicable minimum Transfer limits as set out in Schedule 1 Part B in these Terms and Conditions; and

(vi) subject to any other maximum or minimum limits or other restrictions that We may publish from time to time on Our Website.

(c) If the Destination Account is denominated in any currency other than the currency of the Linked Account, You agree that your instruction to transfer funds also includes an instruction for Us to exchange funds from

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the currency of the Linked Account to the currency of the Destination Account. Your selection of the required payment currency for the Destination Account will be treated as such an instruction.

- (d) A Foreign Currency exchange that We make will be undertaken at the exchange rates applicable from time to time at Bank of China for such an exchange of currencies. Our indicative exchange rates are available to view either by contacting staff at a Retail Branch or after login Internet Banking successfully.
- (e) For international Funds Transfers and Payment, if the name of the Destination Account is in English or Chinese Pinyin: your instruction to transfer funds must only specify the Destination Account name in English or Chinese Pinyin. If your instruction specifies the Destination Account name in Chinese characters or in both English and Chinese Pinyin or Chinese characters, your Funds Transfer or Payment may not be processed.
- (f) If there is an error in your Funds Transfer or Payment instruction, the instruction will not be processed to your requested Destination Account You may then either instruct the Payee Bank:
  - (i) to not proceed with the Funds Transfer or Payment and to return your funds to the Linked Account from which they were initially drawn; or
  - (ii) to proceed with the Funds Transfer or Payment, in which case You must personally attend a Retail Branch, to provide authorisation for the Payee Bank to take such corrective action as required, including exchanging the transferred funds into the currency of the Destination Account.

It will be entirely at the discretion of the Payee Bank as to whether or not it will agree to proceed with the requested Funds Transfer or Payment.

- (g) Any Foreign Currency exchange undertaken after the funds leave Bank of China in the circumstances outlined in clause(f) will be undertaken by and at the exchange rate specified by the Payee Bank.
- (h) You cannot cancel or amend a Funds Transfer or Payment instruction once it has been issued, whether or not it has been received into the Destination Account. However, You can contact Us and We will take reasonable steps to cancel or amend a Funds Transfer or Payment (but may not be able to in all circumstances). As set out in clause (k), You should check the status of each Direct Credit in order to confirm whether it has been accepted or rejected. If you realise you have made an error call us immediately on our Internet Banking 24 Hour Customer Service Hotline, which can be found at the front of these Terms and Conditions.
  - (i) We are not liable for any loss or damage arising from You not being aware that a Transaction is rejected (except to the extent such loss or damage is caused by our fraud, negligence or misconduct).
  - (j) During Operating Hours, You can give a Funds Transfer or Payment instruction to take effect:
    - (i) as soon as possible following Our receipt; or
    - (ii) at a future time (i.e. a Scheduled Payment).

NOTE: If any Scheduled Payment is scheduled for a day that is not a Business Day, it will take effect on the next Business Day (except where the Direct Credit involves a Foreign Currency conversion). Please see Schedule 1 Part B in these Terms and Conditions.

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(k) Following Our receipt of a Funds Transfer or Payment instruction, a message on the Internet Banking Funds Transfer screen of the Website will confirm that your instructions have been received. This does not mean that the transfer has been completed. In order to check that the transfer is completed you must select Internet Banking Transaction Inquiry to check the status of the transfer.

(l) Where the "transaction status" message is only able to record the initial or immediate status of a Funds Transfer instruction, the following message (where applicable) will be displayed on the screen linked to the Funds Transfer "Inquiry" tab on the Business Internet Banking screen of the Website:

- "Submit Successful" if your Funds Transfer instruction is received by Bank, this message will initiate for immediate status;
- "being processed by bank" if the Bank is in the process of processing the Funds Transfer in accordance with your instruction;
- "To be authorised" a Funds Transfer instruction is pending authorisation by the Authoriser;
- "Authorisation returned" a Funds Transfer instruction has been returned by the Authoriser;
- "Authorisation rejected" a Funds Transfer instruction has been rejected by the Authoriser

(m) When your Funds Transfer or Payment is being processed or has been processed, you can check the status of the transfer through the Internet Banking screen. Where applicable a status messages will display for the transfer from the following messages:

- "transaction successful" if the Bank has transferred the funds either:
  - to a Destination Account within the Bank; or
  - to another financial institution for credit to the Destination Account; or
- "transaction failed" if the Funds Transfer has failed. The reasons for the failed transaction will also be indicated: such as "not enough funds available" in your Account; or
- "to be authorised by bank" if your Funds Transfer instruction is pending authorisation by the Bank for any reason; or
- "Transaction status unknown" which indicates that the Funds Transfer instruction may have failed - (where this message appears, please check your account balance to see if it has changed as you may need to issue a new Funds Transfer instruction).

It is your responsibility to check the transaction status of an outstanding Funds Transfer request to determine and be aware of its current or changing status or outcome.

Where a transaction status indicates "transaction successful" or "to be authorised by bank", or "being processed by bank", your Linked Account will be debited when your instruction is first processed. However, the Destination Account will not receive funds until the required authorisations are received and finalised and then only after such further period as the Destination Bank requires to process the funds.

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- (n) We are not obligated to (and We are not able to) verify account names against account numbers when transferring funds in accordance with your Funds Transfer or Payment instruction. Transfers are made solely on the BSB and account number You enter. Subject to the limitations of liability set out in Section 7: You are responsible for any errors or inaccuracies in Funds Transfer or Payment instructions. Where reasonably practicable, We will assist You to mitigate your loss.
- (o) If We make an error in a Funds Transfer or Payment, We will do everything reasonably practicable to rectify the error and will compensate You for any loss directly and solely resulting from the error, but We are not:
  - (i) otherwise liable to You (except to the extent of our fraud, negligence or misconduct); nor
  - (ii) liable to the extent that the loss is contributed to by your act or omission.
- (p) Subject to the limitations on your liability set out in Section 7: We are not responsible for failing to comply with any Funds Transfer or Payment instruction if:
  - (i) it is unclear or incomplete;
  - (ii) it does not conform to the directions on the Website (for example as to a permitted Payee Bank);
  - (iii) the amount required to be sent does not meet or exceeds any applicable Transaction limit imposed by Us;
  - (iv) the currency of the Linked Account is different from the currency of the Destination Account and You have not provided Us with a foreign exchange instruction: (see clause 4 (c) below);
  - (v) it is given to Us, or is to take effect, outside Operating Hours;
  - (vi) We are not satisfied that the instruction has been provided by You;
  - (vii) the Linked Account has insufficient funds or insufficient pre-agreed credit to carry out the Funds Transfer or Payment;
  - (viii) the Linked Account has been frozen for any reason or there is a legal impediment to processing the Funds Transfer or Payment;
  - (ix) the Destination Account cannot be identified;
  - (x) We believe the Transaction is, or could be, fraudulent or involves fraud; or
  - (xi) the Funds Transfer or Payment cannot be processed due to any other circumstances beyond Our reasonable control, including communications with or any action by any other financial institution, except to the extent any failure is caused by Our fraud, negligence or misconduct.

## **5 Transfers to Accounts held with other ADIs in Australia (not Fast Payments)**

- (a) You can transfer funds from Australian dollar and other currency Linked Account to accounts held with other ADIs through Internet Banking via Personal Internet Banking and Business Internet Banking and Mobile Banking.
- (b) Funds can only be transferred to an Australian currency account with another ADI in Australia from your Australian currency Account with Us. Therefore, if You wish to transfer funds from an Account that is not in

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Australian currency, You must first transfer the funds to your Bank of China Australian currency Account and then from that Account to the external account.

- (c) Funds transferred from an Account, other than an Australian currency Account, can be transferred to an account held in the same currency with another ADI in Australia but such Transactions will be done as a Funds Transfer International and not as a Funds Transfer Domestic.

## **6 QR Code Payments using Mobile Banking**

You can make payments using a phone to scan a QR Code. To scan a QR Code:

- (a) from the main Mobile Banking screen select Scan;
- (b) place the frame over the QR Code until the system detects the code;
- (c) select scan on the screen; and
- (d) select pay on the screen to make the payment .

## **7 BPAY® Payments through the BPAY® Scheme**

- (a) You can access BPAY Payments through Internet Banking via Personal Internet Banking and Business Internet Banking and Mobile Banking.
- (b) Bank of China is a member of the BPAY® Scheme and We will tell You if We cease to be a member of the BPAY® Scheme.
- (c) You may instruct Us to make a BPAY® Payment ONLY:
  - (i) while We remain a member of the BPAY® Scheme;
  - (ii) from a Linked Account;
  - (iii) in AUD;
  - (iv) subject to the maximum daily Transaction limits as listed in Schedule 1 Part B in these Terms and Conditions; and
  - (v) subject to any other maximum or minimum limits that We may set from time to time on the Website.
- (d) When You instruct Us to make a BPAY® Payment, You must provide the following information:
  - (i) the Linked Account from which the payment is to be made;
  - (ii) the amount to be paid in AUD;
  - (iii) the Biller code;
  - (iv) the customer reference number with the Biller (usually your Account number with the Biller); and
  - (v) any other information that is required on the BPAY® page of the Website.
- (e) We will then debit the Linked Account nominated by You with the amount of that BPAY® Payment.

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- (f) You acknowledge that We are not obliged to effect a BPAY® Payment if You do not give Us all of the above information or if any of the information You give Us is inaccurate or unclear.
- (g) We will treat your instruction to make a BPAY® Payment as valid if, at the time of the instruction, You enter the correct unique pass code generated by your Etoken.
- (h) If We are advised that your BPAY® Payment cannot be processed by a Biller, We will:
  - (i) advise You of this;
  - (ii) re-credit your Account with the amount of the BPAY® Payment; and
  - (iii) take all reasonable steps to assist You in making the desired BPAY® Payment as quickly as practicable.
- (i) We will not accept an order to stop a BPAY® Payment once You have instructed Us to make that BPAY® Payment.
- (j) You should notify Us immediately if You become aware that You may have made a mistake (except when You make an underpayment - for those errors see clause (n) below) when instructing Us to make a BPAY® Payment, or if You did not authorise a BPAY® Payment that has been made from your Account. Section 7: describes when and how We will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to You.
- (k) Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment You make will be treated as received by the Biller to whom it is directed:
  - (i) on the date of your instruction if You instruct Us to make the BPAY® Payment before 5.00pm (Sydney time) on a Business Day; or
  - (ii) on the next Business Day, if your instruction is made after 5.00pm (Sydney time) on a Business Day or any other day that is not a Business Day.
- (l) A delay may occur in processing a BPAY® Payment where:
  - (i) there is a public or bank holiday on the day after You instruct Us to make a BPAY® Payment;
  - (ii) You instruct Us to make a BPAY® Payment either on a day that is not a Business Day, or after 5.00pm on a Business Day;
  - (iii) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
  - (iv) a Biller fails to comply with its obligations under the BPAY® Scheme.
- (m) While it may be typical that any delay in processing as mentioned in clause 5(l) above will not continue for more than one Business Day, any such delay may continue for a longer period. It is your responsibility to allow for sufficient time for the making of payments to the Biller.
- (n) You must be careful to ensure that You enter the correct amount You wish to pay. If You instruct Us to make a BPAY® Payment and You later discover that:

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- (i) the payment amount You entered was less than the amount You needed to pay, You can make another BPAY® Payment for the difference; or
- (ii) the amount You instructed Us to pay was more than the amount You needed to pay, contact the Biller directly to ask for a refund for the excess payment. Otherwise, Section 7: describes when and how We may arrange for such a BPAY® Payment to be refunded to You as a mistaken payment.

- (o) You must comply with the terms and conditions governing the underlying Linked Account to which You request Us to debit a BPAY® Payment, to the extent those Account terms are not inconsistent with or expressly overridden by these Terms and Conditions.
- (p) If there is any inconsistency between the terms and conditions applying to the Linked Account and these Terms and Conditions in relation to BPAY® Payments, these Terms and Conditions will apply to the extent of that inconsistency.
- (q) We may suspend your right to make payments using the BPAY® Scheme at any time without liability for any loss or damage You may suffer. We may provide notice in certain circumstances, however we are not required to give You prior notice of this if We suspect fraudulent activity on your Account with Us. We are not required to process any payments via the BPAY® Scheme during any time We have suspended your right to make BPAY® Payments.

## **8 Other Internet Banking Services**

### **8.1 Account Inquiry**

You can view the current balances of the Linked Accounts and search Transaction records on those Accounts (depending on the type of the Transaction and on the type of the Linked Account) through Internet Banking via Personal Internet Banking or Business Internet Banking and Mobile Banking.

If You have registered for E-Statements You can also access E-Statement through Internet Banking and Mobile banking.

You can check the status of any Funds Transfer or Payment using the “Internet Banking Transaction Inquiry” function.

In addition, You can also use the Internet Banking Services to:

- (a) view historical information on the interest earned for past financial periods on Accounts You hold with Us(Personal Internet banking and Mobile banking channel only); and
- (b) view the Branch State Branch (BSB) and Account number of You Linked Accounts.

### **8.2 Term Deposit**

Through Personal Internet Banking and Mobile Banking You may:

- (a) open one or more new term deposits by Direct Credit from a Linked Account, subject to applicable restrictions from time to time specified by Us, if any\*(Personal Internet banking and Mobile banking channel only);
- (b) view details of existing term deposit Accounts; and
- (c) withdraw funds from existing term deposit Accounts by a transfer to another Linked Account(Personal Internet banking and Mobile banking channel only).

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(\* Any new term deposit will be provided on the terms as set out in the relevant term deposit Terms and Conditions provided to You at that time.)

### **8.3 Stop Cheque**

Through Personal Internet Banking and Mobile Banking, You can issue a stop cheque instruction on any cheque drawn on a Linked Account if the cheque has been issued but not yet presented for payment. This service is also subject to the terms and conditions of the relevant Linked Account.

## **9 Credit Cards**

### **9.1 Personal Internet Banking and Credit Card Account Access**

For Personal Internet Banking customers with a Credit Card Account, You can use the Personal Internet Banking Services and Mobile Banking:

- (a) to check which of your Credit Card Accounts are Linked Accounts (Linked Credit Card);
- (b) to repay credit card from Debit card account within BOC;
- (c) for Linked Credit Card, view Transactions for the last 12 Months (or from the date registered for Personal Internet Banking if less than 12 Months).
- (d) to review your repayment history over any period under your Linked Credit Card Account.

### **9.2 Personal Internet Banking and Credit Card Account Management**

The following Credit Card Account functions are available through Personal Internet Banking Services and Mobile Banking to:

- (a) cancel any Credit Card If there is no outstanding balance on your Credit Card Account by can selecting 'credit card management', then 'cancel credit card account' and following the prompts to cancel your Credit Card; and
- (b) reduce the limit on any credit card at any time to an amount that is greater than the current outstanding balance by selecting 'credit card management', then 'Reduce Credit Card Limits' and following the prompts to reduce your Credit Card limit.

## **10 Debit Cards**

For Personal Internet Banking customers, holding a Debit Card, or responsible for a Debit Card, on a Linked Account (Linked Debit Card), You may use the Personal Internet Banking and Mobile Banking to:

- (a) activate a Linked Debit Card;
- (b) check the card number of a Linked Debit Card;
- (c) reduce a Transaction limit for a Linked Debit Card(Internet banking channel only);
- (d) report the loss of a Linked Debit Card or cancel such a report;
- (e) review the Transaction history over the previous year of the Linked Account in relation to Transactions that were conducted by the use of each Linked Debit Card;

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- (f) reset your Debit Card PIN; and
- (g) Activate SMS transaction notification.

## **10.1 Turn on transaction notifications alerts on Mobile Banking App for your debit card linked account**

Notification of transactions to or from the Account linked to Your Debit Card can be sent by SMS to Your registered mobile phone number. The Internet Banking option is only available for Accounts linked to Debit Cards. For other Accounts You can set up SMS transaction notification by attending in person at Your local Branch.

### **To set up SMS Transaction Notifications:**

- (a) Select the **SMS Service** menu option after selecting the Debit Card Service menu option.
- (b) You will be asked to select the Debit Card linked to the Account to which You wish to add transaction initiated SMS messaging. After selecting the Debit Card you will be required to select the linked Account for transaction initiated messages.
- (c) You can give the SMS message a sender name by writing a name in the field **Customer Alias**. This allows You to establish an Account name that you recognise for transaction notifications. You do not have to set up a Customer Alias. If there is no name set up here the message will display the Account name as the last 4 digits of Your Account number.
- (d) The system displays the international prefix and Your mobile phone number. This is the number set up for Your Account and messages will be sent to this number. You cannot edit this field. To change Your mobile number you must change your contact information at Your local Branch.
- (e) The system will ask You to select the language for the SMS text. This may be Simplified Chinese or English. Select from the drop down menu.
- (f) Set the limit for transaction notifications. You can set a minimum transaction and maximum transaction amount. You will not receive SMS notifications for transactions that fall outside the parameters You set.
- (g) You can elect to receive SMS notifications 24 hours a day by turning on the **Receive SMS at night** option. If you turn this option off you will not receive SMS notifications between the hours of 9.00pm and 9.00am local time. Please also remember that if you have set your phone for Do Not Disturb for any period of the day, you will not receive SMS notifications during those periods.

## **10.2 Link your Debit Card to an Account**

You can use the Personal Internet Banking Services to link an Account that you hold with Us, link a Debit Card and for Personal Internet Banking Services.

Any Account that is linked to your Debit Card can be used to make payments to your Credit Card Account (if You have one) via the Personal Internet Banking Services (including Mobile Banking) available on Our Website, subject to the daily Transaction limits set out in Schedule 1 Part B for Personal Internet Banking and Schedule 1 Part A for Business Internet Banking, in these Terms and Conditions.

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## **11      Loan Management Service**

Personal Internet Banking customers can access the Loan Management Service for the following functions relating to your Bank of China home loan:

### **11.1    View loan accounts**

Select to view Loan Account details.

### **11.2    Repayment history**

Select to review Your repayments.

### **11.3    Early repayment**

Select to make additional repayments. (Please note that the terms and conditions of your Loan Agreement will apply to any early repayments You may make. Please also note that break costs may apply as set out in your Loan Agreement).

### **11.4    Loan redraw**

Select to make a loan redraw by a funds transfer from the available redraw amount in your Bank of China Home Loan Linked Account to your deposit Linked Account.

Loan Redraw is not available if your Home Loan Linked Account is a Joint Account or if you do not have direct debit repayments set up from a Bank of China Account to the Home Loan Linked Account.

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## **12      Suspension of Internet Banking Services**

We may, if We reasonably consider it appropriate to do so, suspend any Internet Banking Services at any time and without prior notice to You. A notice will be placed on the Website if Internet Banking Services are suspended with details of the suspension.

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## **13      Statement selection service**

Through Personal Internet Banking and Business Internet Banking You may select your preference for E-Statements or paper statements for savings, cheque or deposit Accounts.

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## **14      Customer's Security Obligations**

(a)    You are responsible for ensuring that You have:

- (i)    all of the computer, mobile device, such as a smart phone or a tablet, and communications equipment necessary to enable You to have access to the internet; and
- (ii)    adequate protection systems, including anti-virus measures, to protect the security of your username and password and your use of the Internet Banking Services and to prevent any unauthorised access to your computers, mobile device, such as a smart phone or a tablet, or their content and any communications equipment used for the purposes of the Internet Banking Services.

(b)    You must select a username and password that:

- (i)    has no obvious connection to your name, address, birth date or driver's licence number;
- (ii)    is not an obvious sequence of letters or numbers such as 7654321, or aaaaaaaa.

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(c) You must:

- (i) Comply with the customer obligations in relation to Account security specified in Schedule 2 of the Personal Internet Banking Services Terms and Conditions and Schedule 2 of the Business Internet Banking Services Terms and Conditions available at the Website;
- (ii) keep your username, Password and Etoken secure;
- (iii) change your username on receipt - once changed, the username cannot be further altered; and
- (iv) change your Password on receipt - and subsequently and regularly (at least once every 3 Months).

(d) You must ensure that your username and Password are not:

- (i) stored in any manner which indicates that they are Security Codes;
- (ii) used after We have notified You that your right to use them or the Internet Banking Services has been revoked;
- (iii) recorded unless this is essential to aid recollection and is done in a manner that is reasonably disguised, having regard to Our standards from time to time for disguise of usernames and Passwords as set out in Schedule 2 of the Personal Internet Banking Services Terms and Conditions and Schedule 2 of the Business Internet Banking Services Terms and Conditions available at the Website;
- (iv) disclosed, reverse compiled, copied or in any way observed while being used; and
- (v) accepted by any unauthorised person.

(e) Loss of username, Passwords or Etoken: If You are aware of any breach of security in relation to your username, Password or Etoken security (including if You lose your Etoken) You must notify Us immediately and comply with all Our reasonable instructions. The notification of the security breach or loss will take effect immediately after it is received by Us. Subject to Section 8, any losses that occur prior to the notification taking effect will be borne by You. Please refer to Schedule 2 of the Personal Internet Banking Services Terms and Conditions and Schedule 2 of the Business Internet Banking Services Terms and Conditions available at the Website for contact details.

(f) This clause 14 provides how You should protect the security of your methods of access to the Internet Banking Services. Your liability for any losses resulting from unauthorised Transactions will be determined under Section 8.

## **15 Customer's Other Obligations**

(a) When using the Internet Banking Services, You must:

- (i) act in accordance with these Conditions of Use;
- (ii) the Transactional and At Call Accounts Terms and Conditions referred to in Section 1: and
- (iii) comply with all terms of use of the Website appearing on the Website.

(b) You must comply with all reasonable directions from Us from time to time in relation to the use of the Internet Banking Services.

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(c) You warrant the truth, accuracy and completeness of all information You give Us:

- (i) in any Application Form; or
- (ii) when using the Internet Banking Services; or
- (iii) otherwise in respect of any Linked Account,

and You acknowledge and agree that, in agreeing to provide the Internet Banking Services to You, We are relying on the truth, accuracy and completeness of all information given by You.

(d) You must notify Us promptly if there are any changes to the information You provided in an Application Form.

## **16 Verification of Instructions**

- (a) When We receive a request or instruction for Internet Banking Services, We will take the following steps to verify that the person who is making the request, or giving the instruction, is You. We will verify the entry of the correct username and Password, the successful navigation of the Captcha System and, for Funds Transfers, BPAY® Payments and stop cheque instructions, the entry of the correct Etoken Code.
- (b) Once We have verified a request or instruction for an Internet Banking Service is from You, in accordance with clause (a), the request or instruction will constitute a valid direction from You to Us and You accept all responsibility for the accuracy of information contained in the request or instruction.
- (c) You acknowledge that We are not obliged to refer to anything other than your username and password, and, if applicable, the Etoken Code when verifying that instructions are from You.

## **Section 4: Mobile Banking - additional exclusive functions**

### **1 Binding your Mobile Device to Mobile Banking**

- (a) When you log in to the Mobile Banking app for the first time you will be required to perform a one-time activation binding your Mobile Device to the Mobile Banking app.
- (b) The Mobile Device that you bind to Mobile Banking is your sole Mobile Device for Mobile Banking. You cannot access Mobile Banking on more than one Mobile Device.
- (c) If you bind a new Mobile Device to Mobile Banking, the binding to your original Mobile Device will be automatically deactivated.
- (d) To complete the binding activation when first using the Mobile Banking App or after deactivating binding on another Mobile Device, you will be required to enter a dynamic Pass Code. This may be sent by Etoken or, if you have activated SMS authentication, it will be sent by SMS.
- (e) To complete the binding activation, while at the same time automatically deactivating an existing Mobile Device, you will be required to confirm binding activation by entering the Etoken for the dynamic Pass Code.

### **2 Biometric Pass Code**

- (a) A Biometric Pass Code is a Face Scan or Finger Print registered on your Mobile Device.

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- (b) If you have not set up a Biometric Pass Code you will be asked if you wish to active a Biometric Pass Code when you first log in to the version of the Bank's Mobile Banking that allows Biometric Pass Codes.
- (c) You can set up your Biometric Pass Code at any time in settings
- (d) The Biometric Pass Code is a Pass Code for the Purposes of the Personal Internet Banking Terms and Conditions set out in the Internet Banking and Mobile Banking Terms and Conditions, and these Terms are to be read with the Bank's Internet Banking and Mobile Banking Terms and Conditions as amended from time to time. Words have the meaning defined in the Internet Banking and Mobile Banking Terms and Conditions.
- (e) To the extent of any inconsistency between these Terms and the Account Access Methods Terms and Conditions, these Terms prevail.
- (f) By registering and using a Biometric Pass Code in Mobile Banking you agree to accept these Terms. If you do not accept these Terms, you must not access Mobile Banking using your Biometric Pass Code.
- (g) Your Biometric Pass Code is identification registered on your Mobile Device and operates in the same way as a PIN to confirm your identity to access Mobile Banking.
- (h) Your Biometric Pass Code is only for access from one Mobile Device to Mobile Banking. If you change your Mobile Device you must download the Mobile Banking app on your new Mobile Device and Bind your new Mobile Device to Mobile Banking. This will deactivate the Device Binding on your original Mobile Device.
- (i) Your Biometric Pass Code is not stored on Mobile Banking. Mobile Banking will accept any Biometric Pass Code registered on your Mobile Device.
- (j) You agree that you will not allow other people to register a Face Scan or Finger Print on your Mobile Device. Allowing other people to do so would enable them access your accounts in Mobile Banking from your Mobile Device as if they are you.
- (k) Biometric Pass Codes are limited to those supported on the Mobile Banking App and made available on your particular Mobile Device. Face and Finger Print scanning is not provided by Bank of China. It is a feature of your Mobile Device and may be Finger Print and/or Face recognition.
- (l) To use a Biometric Pass Code to access Mobile Banking, you must:
  - (i) be a customer of the Bank registered for Personal Internet Banking;
  - (ii) have the Mobile Banking App installed on your Mobile Device;
  - (iii) have fingerprint and/or face recognition functions available and activated on your Mobile Device;
  - (iv) initially log into the Mobile Banking App using your Personal Internet Banking Username and Password to choose the applicable face/fingerprint identification stored on your Mobile Device to be used to access Mobile Banking; and
  - (v) comply with these Terms, as updated from time to time.

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- (m) Upon successful registration and subject to your Mobile Device capability, you may use your Biometric Pass Code to access Personal Internet Banking on your Mobile Device as an alternative to your Personal Internet Banking Username and Password.
- (n) After setting up a Biometric Pass Code you may still choose to access Mobile Banking using your Bank of China Personal Internet Banking username and password.
- (o) You can deactivate your Biometric Pass Code within the Settings menu of the Mobile App at any time after logging in.
- (p) If you inform us that the security of your Biometric Pass Code, other Pass Code or other security code has been compromised, we may require you to re-register your Biometric Pass Code or cease the use of a Biometric Pass Code.
- (q) You agree to protect your Mobile Device and accept responsibility for access to Mobile Banking using your Mobile Device. You agree that you will not register, or permit anyone to register, any other person's Finger Print and/or Face Scan in your Mobile Device or to allow such Finger Print and/or Face Scan to be used to access the Mobile Banking App.
- (r) You agree that we are not responsible for any loss or damage incurred by you as a result of you allowing another person to register their Finger Print or Face Scan on your Mobile Device (except to the extent any loss or damage is caused by our fraud, negligence or misconduct).
- (s) Face and Finger Print recognition in your Mobile Device is not provided by the Bank and the Bank is not responsible for its use or function. We make no representation or warranty of any kind relating to the Face Scam or Finger Print recognition feature of any Mobile Device (including whether it works in the way that the manufacturer of such Mobile Device represents).

### **3 SMS authentication**

- (a) If you have not set up SMS authentication for transactions and functions in the Mobile App you will be required to enter an Etoken security code to complete some transactions and functions on Mobile Banking.
- (b) To set up SMS authentication:
  - (i) go to the Settings icon from the Home Screen, then select SMS/Etoken from the Settings menu;
  - (ii) you will be asked to enter your Pass Code or to enter your Username and Password;
  - (iii) after successfully entering your Pass Code or Username and Password you will see that the Default security setting is Etoken and the SMS Service toggle will be off;
  - (iv) tap the toggle next to SMS Service to select;
  - (v) you see a notice that the security code for transactions and functions will be sent to your mobile phone number and how you can change that number;
  - (vi) press confirm to proceed;
  - (vii) you will be asked to enter your dynamic Pass Code, which is your Etoken code. Enter the Etoken code;

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- (viii) you will be asked to confirm that you wish to set SMS verification as your default security setting. Press confirm; and
- (ix) your security setting for transaction and function authentication is now set to SMS.

(c) Once you have set up SMS authentication for some functions and transactions you will be asked to enter a Security Code to proceed. That Security Code will be sent to your mobile phone number and you must enter that code into Mobile Banking to proceed.

#### **4 Account Transaction Notification in the Mobile Banking App**

- (a) To receive real time Account transaction notifications, select the relevant Account under the Push Notifications option in the Mobile Banking App (the App).
- (b) You can select to turn off notifications between 9.00pm to 9.00am. However, we do not recommend doing this.
- (c) Make sure You Mobile Phone settings allow for notifications to be sent from the App.
- (d) When you have set up Push Notification a notification will be sent to Your mobile phone screen whenever a transaction is made.

#### **5 One Step Payments**

- (a) Activating One Step Payments allows you to transfer and make payments from your Accounts to payees within Australia without second factor authentication of a Security Code to confirm a transaction.
- (b) One Step Payments will remain active until deactivated. One Step Payments in any day are limited to the Daily Payment Threshold amount.
- (c) Select Activate One Step Payment option to turn off Security Code via SMS authentication or EToken authentication, for payments made through Internet Banking up to the Daily Payment Threshold.
- (d) With One Step Payment activated payments under the Daily Payment Threshold will process immediately without Security Code confirmation. By selecting One Step Payments You accept liability for payments made without Security Code confirmation.
- (e) After the Daily Payment Threshold has been reached, further payments for that day can only be made by entering a Security Code authentication. The Daily Payment Threshold will reset on the following day and One Step Payments will resume up to the Daily Payment Limit.
- (f) Select Deactivate One Step Payment option to reinstate Security Code via SMS authentication or EToken authentication, for all payments made through Internet Banking. Once deactivated You will be required to enter a Security Code for all transactions.

#### **6 Fast Payment**

- (a) We offer Fast Payment services to all our customers who register for Internet Banking (including Mobile Banking).

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- (b) Fast Payment service is available to You when You elect to use PayID or if you select Fast Payment and the BSB and account number are set up to receive Fast Payments.
- (c) Fast Payment allows You to make Payments to financial institutions with Fast Payment capability who are located within Australia in near real-time.
- (d) If We are unable to offer You Fast Payment services (for example, during scheduled maintenance windows) You will not be able to send Fast Payments and your Payments through Personal Internet Banking will process as Normal Payments.
- (e) Where We are able to do so We will tell You:
  - (i) if there are any delays in processing Fast Payments; and
  - (ii) When your Fast Payment is likely to be completed

## **7 How to use Fast Payment**

Fast Payments can be made from any Transactional and At Call Accounts registered for Internet Banking.

Fast Payments are processed through one of two possible paths. A Fast Payment may be processed by Osko or it may be processed directly between the Bank and the recipient NPP participant.

To transact using Fast Payment You must log in to Internet Banking (including Mobile Banking) and select Transfer and Remittance and then select Fast Payments.

However, if you use PayID for the Beneficiary Account your Fast Payment will be processed through Osko Payments only but only if the receiving institution is registered for Osko. If, instead of a PayID, You enter a bsb and account number and that bsb and account number is set up for Fast Payments the payment will process in Real Time.

Please be aware that the timing of making the funds available to the payee is at the discretion of the receiving bank (refer to Section 3: 5).

## **8 Transaction Limits**

Transaction limits apply to the Fast Payment service. Refer to the Transaction Limits in Schedule 1.

## **9 PayID**

### **9.1 About PayID**

If you enter a PayID for the Beneficiary Account and it is a valid PayID, your payment will be directed through Osko as a Fast Payment.

- (a) You must comply with the terms and conditions applying to the Account being used to make or receive an Osko Payment. These Terms and Conditions are in addition to Your Account terms and conditions.
- (b) If there is any inconsistency between the terms and conditions applying to the relevant Account and these Terms and Conditions, these Terms and Conditions will apply to the extent of that inconsistency.
- (c) When you enter the PayID in the payee field of the relevant service, We will check to confirm that the PayID has been registered in the PayID service. Where it has, we will display to you on screen PayID Name attached to that PayID. You must check that the name displayed matches the person that you intend to

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pay. If you do not recognise the name or the name does not match who you intend to pay, you should contact your intended payee to confirm that all details are correct before proceeding to make the payment. Incorrect details could result in a payment to the wrong account and may result in loss of your funds.

- (d) You must promptly tell us if:
  - (i) You become aware of mistakes in processing your Osko Payment;
  - (ii) You did not authorise an Osko Payment that has been made from your Account; or
  - (iii) You think that you have been fraudulently induced to make an Osko Payment.
- (e) An Osko payment direction is irrevocable. Our ability to recover payments is limited as set out in section 3: 10.3 below.
- (f) We will treat your Osko Payment direction as valid if, when You give it to Us, you comply with these Terms and Conditions in relation to making Osko Payments, subject to applicable laws including, where applicable, the ePayments Code.

## **9.2 Registering for PayID**

- (a) A Transaction may be directed to an incorrect account if You incorrectly enter a PayID. Before a transaction is processed the PayID will display with the associated PayID Name and you are required to confirm that this is the intended recipient before the Transaction is submitted. Once you submit the payment it immediately transfers to the recipient.
- (b) When your account is the recipient account for an inward transaction, your PayID Name may be displayed with your PayID as verification for the person who entered your PayID as the address for payment. For example, if your mobile number is your PayID, then any person who enters your mobile number in the payee address field of their internet banking may see your PayID Name attached to that mobile number.
- (c) To better provide You with payment Services under Osko, We may retain certain information relating to PayIDs You use. For example We may retain information relating to PayIDs You provide to facilitate payments. Clause 8.4 has more information on how We collect, use, handle and store Personal Information such as PayIDs. If you provide us with an individual's PayID You can only do so with the permission of the PayID owner and you must notify the owner that We may record and use that data.

## **9.3 Choosing a PayID and PayID Name**

You do not have to register for PayID but any PayID created must be in a PayID Type that We support. The following is the full list of PayID types that We support:

- (a) a BSB and account number issued by Us to You (note: this is the default PayID that will be assigned to your account) but excluding Joint Accounts;
- (b) a valid email address;
- (c) a valid mobile phone number;

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In establishing a PayID, You represent and warrant that:

- (a) You own or are authorised to use the PayID You have created;
- (b) the PayID is current, accurate and complete; and
- (c) You agree to the PayID You have established being registered in the PayID Service.

You may choose to create more than one PayID for your Account (Excluding Joint Accounts).

You must first satisfy us that You own or are authorised to use Your chosen PayID before you can use it. This means We may ask You to provide evidence to establish this to Our satisfaction, acting reasonably, whether you are already registered for any other Mobile Banking services with Us or not. We may reject Your use of any PayID where in Our reasonable opinion You are not the owner or authorised to use that PayID. We can also refuse Your request to create a PayID where:

- (a) We have not verified Your identity; or
- (b) We are required to do so by law or by the New Payments Platform operator or the PayID is already in existence.

If You have other authorised users on your Account, each authorised user can create a unique PayID for the Account.

Once a PayID is created and linked to Your Account, You may not use the same PayID in relation to any other Account with us or with any other financial institution.

We may restrict some PayID Names or PayID Types if they:

- (a) are identical to another PayID in the service;
- (b) restricted for use only by business customers and organisational Payers and You are not such a customer;
- (c) likely to mislead or deceive a Payer into sending You Osko Payments intended for another Payee; or
- (d) for any other reason which, in Our reasonable opinion, the PayID is inappropriate.

If You have attempted to create a PayID for Your Account and have been informed that it is identical to another PayID in the service, You can contact us to discuss the duplicate PayIDs but we will not be able to disclose details of any personal information in connection with the duplicate PayID.

Depending on the Payer's financial institution, Your PayID Name may be displayed to Payers who send Osko Payments to You. At the same time You create your PayID Name, We will either enable you to:

- (e) confirm Your selection of a PayID Name for display to payers; or
- (f) select an alternative PayID Name, such as your business name, for display.

We will not permit the choosing a PayID Name that We consider could reasonably mislead or deceive a Payer into sending you an Osko payment intended for another Payee.

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#### **9.4 Transferring your PayID from another account**

You can transfer a PayID that You have created for an account with another financial institution to Your Account with us by initiating the transfer process with the other financial institution and notifying Us once this has been done for us to complete the transfer process.

#### **9.5 Locking your Pay ID**

We monitor PayID use to manage PayID misuse and fraud.

You acknowledge and agree to Us locking your PayID if we reasonably suspect misuse of your PayID or where your PayID has been used, or we suspect it has been used, to procure Osko Payments fraudulently.

You will need to contact us to unlock a locked PayID.

### **10 Fast Payments**

#### **10.1 Eligibility requirements**

All Customers registered for Internet Banking can access Fast Payments as a payment option under Transfer and Remittance.

#### **10.2 Fast Payment Directions**

- (a) You must give Us the information specified below for a Fast Payment Direction. We will then debit your Account with the amount of that Payment on the date requested.
- (b) Subject to applicable laws, including where applicable the ePayments Code, We will treat Your instruction to make an Fast Payment as valid if you provide us with the following information:
  - (i) the amount of the Fast Payment; and
  - (ii) the details of the Payee's account(s) to be credited with the amount of the Fast Payment;
- (c) You can make Fast Payments provided that the account that You are paying is able to receive Fast Payments. Some Payees might not be able to receive Fast Payments, depending on their account type and their financial institution.
- (d) If Fast Payment is available for the Payee you enter, Fast Payment will appear as a payment option and you may choose Fast Payment or Normal Payment. Fast Payment will be the default selection and you may click or tap on either option to choose. If you have exceeded the daily limit for Fast Payments the payment will reject.
- (e) If Fast Payment is not available for the Payee you enter, only the Normal Payment option will be available.
- (f) If the account that You enter does not accept Fast Payments but is capable of accepting other types of payments, we will still send the payment as a Funds Transfer or Payment in accordance with normal Funds Transfer or Payment processing times, but the timing of making the funds available to the payee is at the discretion of the receiving bank (refer to Section 3: 5).
- (g) You should ensure that all information you provide in relation to any Fast Payment is correct as We will not be able to cancel a Fast Payment once it has been processed.

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### **10.3 Mistaken or misdirected payments from your account**

- (a) You should notify us immediately if you think that you have made a mistaken Fast Payment (except for a mistake as to the amount you meant to pay).
- (b) If you make an Fast Payment and later discover that:
  - (i) the amount You paid was greater than the amount you needed to pay, You must contact the Payee if you wish to obtain a refund; or
  - (ii) the amount You paid was less than the amount You intended to pay, You can make another Payment for the difference between the amount You actually paid and the amount You needed to pay.
- (c) If You are responsible for a mistaken Fast Payment, we will make reasonable attempts at recovering the amount from the person who received it. However, if we are unsuccessful in recovering the amount from the recipient within 20 business days, You are liable for that payment. In the event We recover some or part of the mistaken Fast Payment after the 20 business day period, We will credit the amount received to You less any relevant fee, tax or charge payable in respect of that Fast Payment.

### **10.4 Privacy and confidentiality**

- (a) To provide You with Fast Payment services, We may need to disclose Your Personal Information to Fast Payment Providers. If We do not disclose Your Personal Information to Fast Payment Providers, We will not be able to provide You with Fast Payment services.
- (b) Accordingly, You agree to Us disclosing Fast Payment Providers such Personal Information relating to You as is necessary to facilitate the provision of Fast Payment services to You.

### **9.5 Suspension and termination**

- (a) We may suspend your ability to make Fast Payment at any time where We believe on reasonable grounds that it is necessary to do so to prevent loss to the Bank of China or You, including where We suspect that the service is being used or will be used for fraud.
- (b) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.
- (c) We will be required to terminate the Osko service if our membership of BPAY or our participation in Osko is suspended, ceases or is cancelled. We will provide you with as much notice as possible if this occurs.

### **9.6 Changes to Fast Payment services**

We may change the way you use Fast Payment services where the change is reasonably necessary to:

- (a) comply with any law;
- (b) accommodate changes in the operation of Fast Payment Providers; or
- (c) comply with the Bank's or Fast Payment Providers' security policies and procedures.

We will notify you of these changes when they occur.

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## Section 5: Direct debits, recurring and periodical payments, direct credits and telegraphic transfers

### 1 Direct debits

For Joint Account direct debits are only available if the Authority to Operate is All to Sign. However, a direct debit can be set up to pay another Bank of China Account if all Account Holders sign the authority for the direct debit.

A direct debit is a transfer of funds from an Account (the Account to be debited) that is initiated by the account or party receiving the funds (the payee). Direct debits can be initiated from transaction accounts to make repayments to Your loan Account(s). Initial deposits for a term deposit may set up by debiting an account with Us or another financial institution to credit the funds to a term deposit Account with Us. Direct debit from your Account are permitted to make payments to other financial institutions or merchants if your Account product allows withdrawals.

#### 1.1 Setting up a direct debit

If direct debits can be initiated from your Account, they can be established to debit an account You hold with Us, or another financial institution. You must complete a Direct Debit Request form (or the relevant section of an application form) to establish a direct debit. Direct debits may not be available on a credit card or other type account You hold with any paying financial institution that has not been verified by Us. If You wish to set up a direct debit or to transact on an account by direct debit, then the conditions set out in the Direct Debit Request Service Agreement (as described in clause 1.2 of this Section), and as included on the Direct Debit Request form or Account application form apply.

#### 1.2 Direct debit request service agreement

We will withdraw money from your nominated account on the terms specified below. Fees and charges may apply. See the Schedule of Fees and Charges available at our Website or from Our Retail Branches for details.

- (a) The first time we execute your instruction to withdraw from your nominated account, You automatically agree to these conditions. These conditions then apply to all direct debit withdrawals from your nominated account.
- (b) If, subject to legislation or codes of practice, We change the Direct Debit Request Service Agreement, We will notify You 30 days in advance of any change. If You disagree with this change, please notify Us within these 30 days.
- (c) Please contact Us on (02) 8871 5888 by phoning or visiting a Retail Branch at least three Business Days before the direct debit due date to:
  - (i) change your direct debit, e.g. the amount You pay, how often You pay or deferring payment.  
(You will need to complete a new Direct Debit Request form);
  - (ii) change your nominated account details;  
(You will need to complete a new Direct Debit Request form).

You agree that the new account You nominate to be debited is in the same name as your Bank of China Account and You agree to provide a statement from the account to be debited to verify this;

- (iii) cancel the agreement;

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- (iv) stop or defer an individual payment; or
- (v) request to stop or cancel direct debits that may be made to Us or the paying financial institution directly.

(d) If You dispute a debit that has been made from your account, We will respond to You within five Business Days (disputes involving Transactions over one year old may take longer to investigate and respond to). If You are not satisfied with Our response to your dispute, You can lodge a formal claim with the paying financial institution of your nominated account. (See Section 8 for further details).

(e) If the payment date is on a weekend or public holiday in Sydney, your payment will be processed on the next Business Day. If You want to clarify when a debit will be processed from your nominated account, contact the paying financial institution directly. You must make sure that sufficient cleared funds are available in your nominated account on the payment date. If there are insufficient funds and the paying financial institution dishonours the payment, charges incurred:

- (i) by the paying financial institution may be debited from your nominated account; and
- (ii) by Us may be debited from your Account.

(f) You must advise Us in writing, or by fax if You have signed an Email and Fax Indemnity, available from our Retail Branches, if You close your nominated account.

(g) If your direct debit request is dishonoured by the paying financial institution, the value of the dishonoured drawing will be debited to your Account. A dishonour fee may also apply. If there are insufficient funds available in your account to cover the full value of the dishonoured direct debit request We may use reasonable endeavours to retrieve the funds from You, which may include legal action.

(h) We reserve the right to cancel the direct debit request if any debit is returned unpaid by the paying financial institution. If a direct debit to your Account is received by Us and We are unable to honour the request a dishonour fee may apply.

(i) If your direct debit request dishonours due to insufficient funds in a Bank of China Account, we may reasonably exercise our discretion to execute the direct debit within 5 Business Days of the first dishonour. If you do not have the funds available for the second direct debit attempt the direct debit request will dishonour again and further fees may apply. Refer to the Schedule of Fees and Charges for more information.

(j) We will keep the paying financial institution account details confidential. However, We will disclose these details:

- (i) If You give Us permission;
- (ii) if required by law;
- (iii) to settle a claim; or
- (iv) if a financial institution involved in the Transaction requires information for the purpose of settling a claim/dispute.

(k) You authorise:

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- (i) Us to verify the details of the nominated account with You or the paying financial institution; and
- (ii) the paying financial institution to release information allowing Us to verify the nominated account details.

(l) Warning: Please ensure that when completing the account details for your direct debit request You enter them correctly. You may be unable to recover money paid incorrectly as a result of incorrect account details. Your account details can be found on a previous bank statement or cheque book or You can verify the account details by visiting or calling one of Our Retail Branches or calling us on (02) 8871 5888.

(m) Direct debits may not be available from all accounts. If You are not sure whether direct debits are available on your nominated account, check with the paying financial institution before establishing a direct debit.

(n) Subject to any limitations on your liability set out in Section 8, You indemnify Us against all losses, costs, damages and liability that We suffer as a result of You giving Us incorrect or false information in your direct debit request.

(o) Your indemnity:

- (i) extends to any changes You make to your direct debit request; and
- (ii) continues after the Direct Debit Request Service Agreement is ended.

(p) If You:

- (i) tell Us to cancel your direct debit and We are not the paying financial institution; or
- (ii) advise Us that a direct debit on your Account was unauthorised,

We will not require You to raise your request with or advise the relevant debit user/Merchant or paying financial institution. However, We may tell You that it is an option for You to talk to the debit user/Merchant to expedite your cancellation or claim.

(q) Please note that if You have more than one account or contractual relationship with one debit user/Merchant and You tell Us to cancel your direct debit in relation to only one account where We are not the paying financial institution, We may need to cancel all your direct debit arrangements. If this happens, We will notify You before We cancel the services and You may wish to contact the debit user directly to cancel the one direct debit. We will provide You with assistance If You do need to re-establish direct debit requests that are cancelled as a consequence of cancelling one direct debit. It is your own responsibility to ensure that all your contractual obligations with your debit user/Merchant are met, including payments.

## **2 Recurring payments**

For Joint Account, recurring payments are only allowed if the Authority to Operate is Any to Sign.

A recurring payment to debit your Account can be set up by providing your Debit Card number to authorise an external party to debit the primary Account linked to your Debit Card at recurring intervals.

To cancel the authority for the recurring payment, You can notify Us or go directly to the external party initiating the payment before the next Transaction due date.

We are required to process Transactions from the institution, Merchant or individual while the authority remains in place.

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If the external party does not cancel the recurring payment at your request, You may be eligible for a refund as a claim for an unauthorised payment as described in Section 7: 2.

### **3 Direct credits**

A direct credit to your Account is a transfer of funds initiated from an external account or party. Direct Credits are typically arranged with your employer for salary payments or other regular payments to be credited to your Account.

We are not liable for any failed or delayed direct credit. If You wish to cancel or alter your direct credit, You should contact the party paying the funds to your Account.

### **4 Telegraphic transfers**

An overseas telegraphic transfer is used to transmit funds to an overseas bank account (beneficiary) in a specified currency. A domestic telegraphic transfer is used to transmit funds to an Australian financial institution account in Australian dollars. We may use a correspondent to act on Our behalf for the purpose of these telegraphic transfers. To the extent permitted by law, We are not liable for any loss or damage suffered as a result of Us acting on these instructions in good faith, or from delays beyond Our control in making payment pursuant to instructions, or from errors in the beneficiary financial institution details You provide, or for any loss or damage resulting from any act or omission of any correspondents (except to the extent any loss or damage is caused by our fraud, negligence or misconduct). When You request a telegraphic transfer, You must ensure that;

- there are sufficient cleared funds in your Account when the withdrawal is made for the telegraphic transfer;
- the beneficiary details You provide are correct; and
- the amount withdrawn from your Account is correct by checking your statement to verify the amounts withdrawn.

If there are insufficient cleared funds in your Account when the withdrawal for the telegraphic transfer is made (according to your instructions), We are not required to make any payment to the beneficiary and are not liable for any loss You may suffer as a result of any delay or failure of the payment to the beneficiary. We may not proceed with telegraphic transfer instructions if any of the beneficiary information You provide is incomplete or incorrect.

Overseas telegraphic transfers can be sent in most currencies but are subject to arrangements both with the correspondent and beneficiary financial institution. The exchange rate for your overseas telegraphic transfer will be a sell rate determined at the time of the transfer. Domestic telegraphic transfers can only be sent in Australian dollars. If You ask Us to, We will phone You to confirm the details of the transfer including any exchange rate, conversion amount and any Transaction charges that apply. However, if We are unable to contact You on the phone number You provide, the Transaction will proceed without further confirmation.

Fees and charges may apply for telegraphic transfers (both international and domestic). Please refer to the Schedule of Fees and Charges available at Our Retail Branches or from Our Website. Fees and charges may also be applied by any beneficiary or correspondent financial institution that handles the telegraphic transfer. Telegraphic transfers cannot be stopped or altered once a Transaction instruction is made.

### **5 Overseas telegraphic transfer processing time**

The time taken for a telegraphic transfer payment to be received by the beneficiary depends on the banking systems of correspondents through which the payment is made, and correct and complete beneficiary details. Overseas telegraphic

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transfers will normally be paid to the beneficiary's account within two to five Business Days of the processing date. We cannot guarantee the timing of the payment to the beneficiary due to circumstances beyond Our control (e.g. public holidays in the beneficiary bank's country, problems or delays in the processing of the payment message by the correspondent or the beneficiary bank). The time for the payment of the transferred money to the beneficiary bank is within the control of the correspondent bank and outside Our control.

## **6 Domestic telegraphic transfer processing time**

The time taken for a domestic telegraphic transfer payment to be received by the beneficiary depends on the beneficiary's banking systems through which the payment is made and correct and complete beneficiary details. Money sent to an Australian financial institution will normally be paid to the beneficiary's account by close of business on the date We process the transfer. The time in which your payment is received by the beneficiary is subject to circumstances beyond Our control (e.g. public holidays in the beneficiary financial institution's state or territory, problems or delays in the processing of the payment message by the beneficiary financial institution).

## **Section 6: Cheques**

A cheque is a written order to a bank to pay a sum of money on demand. For details of accounts that are eligible for cheque access please refer to Our Transaction and At Call Accounts Terms and Conditions available on Our Website, or from Our Retail Branches.

If your cheque book is lost or stolen there is a risk of unauthorised Transactions on your Account. A cheque may be misappropriated, and You may be liable for the amount on the cheque if it is intercepted before it reaches the payee or is able to be altered by another person. See Section 6: 1 Writing cheques to Section 6: 9 Cancelling cheque access. See also Section 7 for information on how to write a cheque, stopping payments on cheques and what to do if your cheque book is lost or stolen.

### **1 Writing cheques**

Where cheque access is permitted on your Account, You can write cheques to make payments from the available funds in your Account.

All cheques must be completed, clearly stating the name of the person or company to whom the cheque is made out (the payee), the amount of the cheque in words and figures, and the date the cheque is written.

Cheques must be signed by the authorised signatories in accordance with your Account signing authority.

Take care when writing a cheque to make sure it is accurate, properly crossed and signed.

You must comply with the following rules when writing a cheque to prevent alteration:

- Do not sign a blank cheque. If it is lost the details can be completed and payment claimed by a person finding the cheque and You will be liable to pay.
- Do not leave spaces between words or figures for the amount. Spaces can make it easy to alter the amount the cheque.
- Write the amount of the cheque in words as well and figures. Words are more difficult to change.

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- Enter the amount in words as close as possible to the left-hand side and enter the number value as close as possible to the dollar sign (\$). This can prevent insertions.
- Date the cheque correctly. Do not post-date your cheque (e.g. date in the future).
- Write in permanent ink and do not use pencil or erasable ink on the cheque.

To correct a mistake on cheque You have written, cross out the original words or numbers and clearly write the change, then sign your name or initials as close as possible to the alteration.

We recommend You always cross a cheque by putting two parallel lines across the face of the cheque and writing 'not negotiable' between the lines.

You must have sufficient available funds in your Account to cover the cheque when it is presented for payment, otherwise We may dishonour the cheque and You will be charged a dishonour fee. Unless You have stopped a cheque see condition6 – Stopping payments on cheques for further details) You are be liable for the amount of the cheque if it is presented for payment.

Crossing a cheque prevents an unauthorised person from cashing the cheque but may not prevent the unauthorised person from depositing the cheque into a bank Account. An uncrossed or open cheque can be presented by anyone at a financial institution and exchanged for cash. The cheque can therefore be presented for payment by a person who finds or steals the cheque and payment could be made to that person.

## **2        What does 'not negotiable' mean?**

The words 'not negotiable' written between the two parallel lines of a crossed cheque means that a person who obtains the cheque has no better rights than the person who transferred it. Therefore, if a cheque is crossed and marked 'not negotiable', a person claiming payment after obtaining the cheque from a person who stole the cheque will have no enforceable right to payment on the cheque, even if that person may have obtained the cheque in good faith.

## **3        What does 'account payee only' mean?**

The words 'account payee only' on a crossed cheque either together with or instead of 'not negotiable', direct the bank collecting the cheque to pay the cheque only into the account of the person named on the cheque.

## **4        What does 'or bearer' mean?**

These words appear at the end of the line after the name of the person to be paid. If the words 'or bearer' are not crossed out and the cheque is not crossed and marked 'not negotiable', then a bank can pay the amount on the cheque to anyone presenting the cheque. Payment in this way would be valid even in the case where a bank pays the money to a person who stole the cheque.

If the words 'or bearer' are crossed out and a payee wants to transfer the cheque to someone else, the payee must first sign the back of the cheque and name the person to whom the cheque is being transferred to.

## **5        Payment on cheques**

All cheques are paid and debited to your Account in the order We receive them. Do not post-date cheques (i.e. write a future date). Post-dated cheques are paid as We receive them, if there are available funds in your Account. We do not hold payment until the date on the cheque.

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We may also not pay a cheque drawn on your Account if it is presented to Us for payment 15 Months or more after the date which appears on the cheque, even if there are sufficient funds in your Account to pay that cheque.

A dishonour fee applies if We do not pay a cheque You have drawn on your Account because there are insufficient available funds (for details see Our Schedule of Fees and Charges available on Our Website or from Our Retail Branches).

## **6 Stopping payments on cheques**

You can cancel or stop payment on a cheque before payment has been made by contacting Us on (02) 8871 5888, at a Retail Branch or through the Personal Internet Banking or Mobile Banking Services. You will need to provide the number of the cheque and details such as the amount, the payee and the date of the cheque.

We will put a stop on your cheque and confirm your request in writing (if the cheque has not been presented). We may charge a fee for stopping payment on a cheque (see the Schedule of Fees and Charges available on Our Website or from Our Retail Branches). We may require You to sign an indemnity form before We can cancel or stop payment on a bank cheque.

## **7 Incomplete cheques**

If a cheque is presented to Us for payment and it is unsigned, undated, or has no payee included, We may pay or dishonour the cheque at Our discretion, which We will exercise reasonably. We may charge a fee for dishonouring your cheque. Refer to the Schedule of Fees and Charges available at Our Website or from Our Retail Branches. If the amount in words and figures is different on a cheque, We pay the lesser amount without notifying You. If We decide to pay an incomplete cheque, We can still recover from You any money which You may owe Us as a result of Us paying the cheque.

## **8 Lost or stolen cheque books**

Your cheque book allows access to your Account. You must keep it in a safe place. Do not leave signed, blank cheques in your cheque book. If your cheque book is lost or stolen, You must tell Us immediately by contacting Us on (02) 8871 5888 or at one of Our Retail Branches. Refer also to the Stopping Payments on Cheques at clause 6 above. If You do not tell Us immediately, You may be liable for cheques paid by Us in good faith.

## **9 Cancelling cheque access**

If You no longer require cheque access to your Account, You must tell Us in writing or by contacting Us on (02) 8871 5888 or by visiting one of Our Retail Branches. You must return all unused cheques to Us. If You cancel your cheque access, You must retain enough available funds in your Account to cover all cheques written, which were not yet presented when You cancelled your cheque access. Cheques presented after your Account is closed will be dishonoured. We may, acting reasonably, cancel any unused cheques at any time without notice for any reason. We will notify You as soon as possible after the cancellation. Without limiting the reasons why We may cancel an unused cheque, this may happen if:

- We reasonably consider You induced Us to issue any cheque book by fraud;
- We believe the cheques are being used in a way that may cause loss to You or Us;
- your Account becomes inactive and in the case of deposit Accounts, the Account has a nil balance or becomes overdrawn;
- We have not been able to identify and/or verify your identity or any signatory on your Account, or any other person to whom access to your Account has been provided, to Our satisfaction;

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- if We are concerned that the issue of a cheque on your Account may cause Us to breach of any obligation under any legislation, or to commit or participate in an offence; or
- We believe You have provided false or misleading information.

You must return all unused cheques promptly if You, or if We, close your Account.

## **10 Depositing a cheque**

You can deposit any cheque, payable to one or more Account Holders at any Retail Branch.

Although a cheque will be credited to your Account when You deposit the cheque, You cannot start withdrawing and using that money immediately. You must first wait for the cheque to be cleared. See 11 - Clearing a cheque for cheque clearance times.

If You present a cheque payable to someone else or it appears to belong to someone else (third party cheque) We need to be satisfied that it is correctly signed over (endorsed) to You before We will accept the cheque for deposit.

To deposit a cheque into your Account it must be made payable to, at least, one of the Account Holders. We may not accept cheques that do not comply with this Section 7. We may return any cheques received for deposit to your Account, if your Account has been closed.

The Foreign Currency exchange rate applicable for a Foreign Currency cheque deposit will be a buy rate determined at the time of processing. At the time of the Transaction We will tell You the exchange rate, conversion amount and any Transaction charges that apply after processing.

Fees and charges may also be applied by any beneficiary or correspondent financial institution that handles the Foreign Currency cheque.

Fees and charges may apply for the Foreign Currency cheque, refer to see the Schedule of Fees and Charges available on Our Website and at Our Retail Branches.

## **11 Clearing a cheque**

Proceeds of cheques are available after the cheque has been processed in accordance with normal banking business. This could take a number of days but is generally three to five working days. If it is an overseas cheque, the proceeds may not be available until it has been cleared by the overseas bank. You can contact Us on (02) 8871 5888 or enquire at a Retail Branch to find out how long it usually takes for a cheque to be processed.

The usual steps involved in clearing a cheque are:

- You deposit a cheque to your Account;
- We credit the money to your Account;
- We send the cheque to the cheque clearing house which then sends it to the drawer's bank;
- the drawer's bank checks the validity of the cheque and that there are funds in their customer's Account to pay the cheque; and
- they will then pay the proceeds of the cheque to Us (at which point the cheque has been cleared).

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## 12 Bank Cheques

A bank cheque is a cheque issued on behalf of a bank rather than a cheque written from a customer's account. Bank cheques are a secure way of making payment and may be required for certain transactions (e.g. property purchases and bond deposits).

In most circumstances, a bank will only dishonour or stop payment of a bank cheque if:

- it is a forgery or otherwise unauthorised;
- it has been materially altered;
- it has been reported as lost or stolen;
- a court has made an order preventing payment; or
- We do not receive payment for the cheque.

If You purchase a bank cheque, your Account is debited with the amount of the bank cheque (and any fees) on the day that the bank cheque is issued by Us. This is usually before the bank cheque is presented for payment. Fees apply for bank cheques. Refer to the Schedule of Fees and Charges available from Our Website or from Our Retail Branches.

## Section 7: Unauthorised and Disputed Transactions and Mistaken Internet Payments

### 1 Reporting loss, theft or misuse of a device (including unauthorised Transactions):

An unauthorised Transaction is one which is not authorised by You. It is important for You to safeguard your payment documents (including your cheque book), Debit Card, Devices and Pass Codes (including your Etoken and PIN number/Passwords).

To report:

- one or more unauthorised Transactions;
- the loss, theft or misuse of a payment document, Debit Card, or Device; or
- breach of Pass Code security,

You can tell Us by telephoning Us on (02) 8253 5888. If any document, Debit Card or Device is lost, stolen or misused, it is your responsibility to notify Us as soon as possible. You will not be liable for any unauthorised Transactions once You have notified Us. Your liability for losses arising from an unauthorised Funds transfers will be determined under the ePayments Code. Please refer to clause 5 for information on liabilities arising from unauthorised Funds Transfers. You may not be able to get your money back for unauthorised Transactions where You have unreasonably delayed notifying Us of the loss, theft or misuse of any of your payment documents, Debit Card or Devices.

### 2 When You are entitled to a refund of unauthorised electronic Transactions

Subject to this Section 7: Bank of China will refund any unauthorised Debit Card or Internet Banking Services Transactions where you are not liable for the unauthorised electronic Transaction as set out in Section 7:

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### **3 Your Liability**

Subject to your entitlements to a refund set out in Section 7: and your limitation of liability of \$150 set out in Condition 6 of Section 7, We will not be liable to You for any loss due to:

- no fault of ours, the balance in your Account being insufficient to cover a Transaction;
- any instructions given by You not being sufficiently clear;
- any failure by You to provide correct and accurate information;
- any failure due to events outside Our reasonable control;
- any failure by You to meet any legislative requirements that may be imposed in respect of outward remittances;
- industrial dispute;
- the way in which any refusal to accept the Debit Card is communicated to You;
- any infringement by You of any current laws in the country where the Debit Card is issued or used;
- any dispute between You and the supplier of any goods and/or services purchased with the Debit Card or via the Personal Internet Banking Services;
- Our taking any action required by any government, federal or state law or regulation or court order;
- anything specifically excluded or limited elsewhere in these Conditions of Use; or where
- any Additional Card Holder does not comply with these Conditions of Use,

except to the extent any loss was caused by our fraud, negligence or misconduct.

We will be liable to You for any losses You suffer, including indirect and consequential losses caused by the failure of any electronic equipment or system to complete a Transaction. However, where You should reasonably have been aware that the electronic equipment or system was unavailable or malfunctioning Our liability is limited to the correction of errors in your Linked Account/s and the refund of fees and charges imposed on You as a result.

### **4 Liability for unauthorised Transactions**

Your liability for losses arising from an unauthorised Electronic Transactions will be determined under the ePayments Code.

### **5 When You will be liable for a Transaction**

You are liable for any Transaction carried out by You or with your consent.

### **6 When You will be liable for unauthorised electronic Transactions**

You will be liable for any loss arising out of an unauthorised electronic Transaction where We can prove on the balance of probability You contributed to such loss through fraud, or breaching the Password and Pass Code security requirements notified to You from time to time by Us, including those requirements in Section 2: You will be liable in full for the actual losses that occur before the loss, theft or misuse of a payment document, Debit Card, Device or breach of the Password and Pass Code (PIN) security requirements is reported to Us; but

- (a) You will not be liable for that part of any of losses that was:

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- (i) incurred on any one day that exceeds your applicable daily Transaction limit;
- (ii) incurred in any period that exceeds your applicable periodic Transaction limit;
- (iii) that exceeds the available credit before the unauthorised Transaction; or
- (iv) incurred on any facility that You Bank of China had agreed should not be accessed using the Debit Card or Debit Card identification number and/or Password and Pass Code used to perform the Transaction.

(b) Where We prove that You breached the Password or Pass Code (PIN) security requirements for one or more but not all the Passwords and Pass Codes (PIN), You are only liable for losses that occur if You left your Debit Card in an ATM, if the ATM incorporates reasonable safety standards.

Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a Transaction.

(c) Where We can prove, on the balance of probability, that You contributed to losses resulting from an unauthorised Transaction by unreasonably delaying reporting the misuse, loss or theft of a payment document, Debit Card, Device or that the security of all Passwords and Pass Codes has been breached, You:

- (i) are liable for the actual losses that occur between:
  - when You became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen payment document, Debit Card or Device, and
  - when the security compromise was reported to Us, but
- (ii) are not liable for any portion of the losses:
  - incurred on any one day that exceeds any applicable daily Transaction limit,
  - incurred in any period that exceeds any applicable periodic Transaction limit;
  - that exceeds the available credit immediately prior to the unauthorised Transaction; or
  - incurred on any facility that You and Bank of China had not agreed could be accessed using the Debit Card or identified and/or Password or Pass Code used to perform the Transaction.

(d) Where a Password and Pass Code (PIN) was required to perform an unauthorised Transaction, and any loss is within the authorised limits applying to your relevant Account, You are liable for the lesser of:

- (i) \$150;
- (ii) the available credit before the unauthorised Transaction which You and Bank of China have agreed can be made using the Password and/or Pass Code (PIN), or
- (iii) the actual loss (within the agreed daily, Transaction or credit or other limitations) at the time that the misuse, loss or theft of a Debit Card, or breach of a Password or Pass Code security is reported to Us.

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## **7 When You will not be liable for unauthorised electronic Transactions**

You are not liable for any loss arising out of an unauthorised electronic Transaction:

- (a) where it is clear that You or any other Account signatory or authorised user of your Account have not contributed to the loss;
- (b) caused by fraud or negligence by Our employee or agent, a third party involved in networking arrangements, or a Merchant or their employee or agent;
- (c) that was caused by a card, card identifier or Pass Code which is forged, faulty, expired or cancelled;
- (d) that required the use of your card and/or Pass Code that occurred before You received the card and/or Pass Code (including a reissued card or Pass Code);
- (e) caused by the same Transaction being incorrectly debited more than once to your card Account;
- (f) that occurred after You have informed Us that your card has been lost, stolen or misused, or the security of a Pass Code has been breached; or
- (g) that occurs while Our process for reporting unauthorised Transactions, loss, theft or misuse of a card or breach of Pass Code security is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

Note: if You cannot access the process for reporting unauthorised Transactions, loss or theft due to an issue within your control, You may be liable for losses (for example, if You cannot access the process because You ran out of credit on your mobile).

## **8 Payments Reclaimed as Mistaken Internet Payments or other Internet Payments made as a result of incorrect or false information**

If We are notified or otherwise become aware that a payment is incorrectly made to or from your Account, We will notify You as soon as We are aware of the mistake.

### **8.1 Mistaken Payments or Payments made as a result of incorrect or false information**

Where a Mistaken Payment may be dealt with in accordance with the ePayments Code, we will apply the ePayments Code as set out in this Section 8 below.

For other Payments:

- If you have made a Payment that is not subject to the ePayments Code or you were induced to make the Payment as a result of false or incorrect information, you must notify us as soon as possible and we will contact the Receiving Bank to attempt to recover the funds paid. However, while we use best endeavours to recover the funds, recovery may not be possible and you agree that the Bank is not liable for any loss where it has not directly contributed to that loss.
- If we are notified that a Payment that is not subject to the ePayments Code or the Payment was made as a result of false or incorrect information we may freeze the amount of the Payment Reclaimed, in your Account, or in any other Account to which the funds have been subsequently transferred, while we investigate the rightful ownership of the funds and we may ask you to provide evidence that you are the rightful owner of the funds

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being Reclaimed. If we determine that you are not the rightful owner of the funds or if you do not provide evidence that you are the rightful owner of the funds, we may return the value of the Reclaimed Payment to the Payer or to the Remitting Bank Reclaiming the Payment.

#### **8.2 Mistaken Payment Notified within 10 Business Days of mistaken payment to your Account**

If We are notified within 10 Business Days of a Mistaken Internet Payment where funds are incorrectly paid to your Account and We are satisfied that the Mistaken Internet Payment has occurred and there are sufficient credit funds available in your Account, We will return the funds to the sender.

#### **8.3 Mistaken Payment Notified between 10 Business Days and 7 Months of mistaken payment to your Account**

If We are notified (and consequently notify You) between 10 Business Days and 7 Months of a Mistaken Internet Payment where funds are incorrectly paid to your Account and We are satisfied that the Mistaken Internet Payment has occurred and there are sufficient credit funds available in your Account, We will notify You of the error and allow You 10 Business Days to check the payment and, if You believe You are entitled to the money paid to your Account, to provide evidence to Us that You are entitled to the payment. If at the end of the 10 Business Days You have not provided evidence (to Our reasonable satisfaction), that You are entitled to the funds, We will return the funds to the payer.

#### **8.4 Mistaken Payment Notified after 7 Months of mistaken payment to your Account**

If We are notified (and consequently notify You) after 7 Months of a mistaken payment where funds are incorrectly paid to your Account, then in the absence of a manifest error, We will only return funds to the sender with your consent.

Until We establish your claim or the payer's claim to the money, We may place a hold on the amount available in your Account equal to the amount claimed to be paid in error to your Account.

#### **8.5 Funds mistakenly paid from your Account**

If funds are incorrectly paid from your Account, We will do everything We reasonably can to recover the money on your behalf. If You believe You have made a mistake when giving Us instructions for a payment, and You gave Us those instructions over the internet, You can tell Us by telephoning Us on Internet Banking 24 Hour Customer Services Hotline, available at the front of these Conditions of Use.

#### **8.6 When a mistaken payment can be recovered**

If You tell Us about a Mistaken Internet Payment within 10 Business Days of the payment, and We are satisfied the Mistaken Internet Payment has occurred and there are sufficient credit funds available in the Account of the unintended recipient We will return the funds to You as soon as practicable. If You tell Us about a payment between 10 Business Days and 7 Months after giving Us the instructions, and We are satisfied the payment has occurred and there are sufficient credit funds available in the Account of the unintended recipient We will take steps to ask the receiving bank to block the funds and require the unintended recipient to establish that they are entitled to the funds within certain time periods. If the unintended recipient cannot establish they are entitled to the funds We will return the funds to You as soon as practicable.

#### **8.7 When You will be liable for losses arising from a Mistaken Internet Payment**

If You tell Us about a Mistaken Internet Payment more than 7 Months after the Mistaken Internet Payment has occurred We will need the consent of the unintended recipient to return the funds to You. If the unintended recipient does not give their consent to the return of the funds the loss will fall with You. If We are satisfied that a Mistaken Internet Payment has

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occurred, but there are not sufficient credit funds available in the Account of the unintended recipient to the full value of the Mistaken Internet Payment, the bank to whom We sent the money (the receiving bank) must use reasonable endeavours to retrieve the funds from the unintended recipient for return to You. If the receiving bank is not able to retrieve the funds the loss will fall with You.

#### **8.8 Complaints handling process**

We will inform You of the outcome of the reported Mistaken Internet Payment in writing within 30 Business Days of the day on which the report is made. You can make a complaint to Us about how the report is dealt with. See Section 1: 4 for more information.

#### **8.9 Mistaken payment as a result of Our error**

If the funds are paid from your Account as a result of Our error, We will reimburse You for the amount paid. You agree to assist Us in recovering the money paid in error and You agree that any amount recovered from the amount paid in error will be retained or recovered by Us to offset the amount of any reimbursement paid to You.

### **9 Restricted uses (gambling, crypto currency and digital assets)**

We do not provide accounts or Account Access Methods for, and you must not use your account or Account Access Method for:

- substantial gambling or gambling conduct (because we consider that these represent a risk to you, other customers and to us); or
- making payments in relation to transactions with crypto-currency or digital asset exchanges (because we consider such payments may represent a systemic scam risk to you and our other customers and because they are outside our tolerances for anti-money laundering and counter terrorism-financing risk)  
(each, a "**Restricted Purpose**").

We may refuse to comply with an instruction to make a payment from your account:

- for gambling purposes (above any applicable internal limit set by us from time to time); or
- to a crypto-currency or digital asset exchange.

You acknowledge and agree that:

- where we reasonably believe that you are using the linked account or an Account Access Method for a Restricted Purpose, the terms and conditions of the linked account or these Conditions of Use may allow us to:
  - close your linked account;
  - cancel or restrict an Account Access Method; and
  - refuse, block or delay a transaction where we reasonably believe that the transaction is in connection with a Restricted Purpose; and
- we cannot detect all gambling activity or transactions with crypto-currency or digital asset exchanges. We do not represent or warrant that we can protect you from financial loss due to excessive gambling or engagement in crypto currency or digital asset transactions.

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## Section 8: Banking Code of Practice and ePayments Code

### 1.1 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to these Account Access Methods. You can obtain a free copy of the Banking Code of Practice from:

- (a) our website at [bankofchina.com/au](http://bankofchina.com/au); or
- (b) any our Retail Branches; or
- (c) us by mail upon your request by telephoning us on [1800 095 566 (if calling within Australia) or +613 9670 6200 (if calling from overseas].

The Banking Code of Practice is a voluntary code that sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their individual guarantors.

### 1.2 ePayments Code

If You are a consumer, We warrant that We will comply with the relevant provisions of the ePayments Code in these Account Access Methods. You can obtain a copy of the ePayments Code from the ASIC website at [asic.gov.au](http://asic.gov.au). We do not currently subscribe to the ePayments Code but we agree to comply with the provisions of this Code.

The ePayments Code is a voluntary code that sets out the standards of practice and service for electronic payments, including ATM, and credit card transactions, online payments, internet and mobile banking, and BPAY. The ePayments Code applies in a contract between us if you are an individual customer or a small business (as defined in the Banking Code of Practice). If your facility is a 'low balance facility' (a facility capable of having a balance of no more than \$500 at any one time) you have more restricted rights with respect to reporting losses, notices of changes to the terms and conditions, and receipts and statements than those set out in these Terms and Conditions.

## Section 9: Definitions

In these Conditions of Use the following terms have the following meanings.

**Account** means any account maintained with Us and where the context requires, a reference to an account can be an account with another financial institution.

**Account Holder** means the person/s in whose name the relevant Account has been opened by Us and who is responsible for all Transactions on the Account.

**Additional Card Holder** means a person to whom We have agreed to issue an additional card at your request.

**Application Form** means a Bank of China Account or Credit Card application form that You have completed to open an Account or a Credit Card.

**ATM** means an Automatic Teller Machine.

**AML/CTF Act** means the Anti-Money laundering and Counter-Terrorism Financing Act 2006.

**AML/CTF Rules** means the rules from time to time issued pursuant to section 229 of the AML/CTF Act.

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**AUD** means Australian dollar.

**Authorised Signatory** means a person authorised by You and accepted by Us to operation on your Account.

**Authorised Signatory** means a person authorised by You and accepted by Us to operation on your Account.

**Authoriser** applies only to Business Internet Banking and means a person who authorises a transaction to be completed on the Account for the Account Holder. In the case of a Business the Account Holder is not necessarily an individual and therefore an identified Authoriser is required to be nominated.

**Authority to Operate** means the number of Account Holders required to authorise a transaction. This can be Any Account Holder, All Account Holders or a specified number of Account Holders.

**Auto-link** is a feature that We offer to Account Holders who have more than one Account with Us and is a feature that an Account Holder can activate in order:

- to link a Linked CNY Account to the primary AUD Account; and/or
- to link a primary AUD Account to a Linked CNY Account,

for the purposes of allowing access to be sought by Us to each Account in order to accept a requested Transaction.

**Banking Code of Practice** means the Banking Code of Practice established by the Australian Banking Association and subscribed to by Bank of China.

**Bank of China Group** means Bank of China Limited ABN 29 002 979 955, its related bodies corporate and any of its branches and subsidiaries that provide banking services.

**Biller** means any organisation that participates in the BPAY® Scheme and has informed You that it will accept payments via the BPAY® Scheme.

**BPAY® or BPAY® Scheme** means the electronic payment scheme operated by BPAY Pty Ltd to effect payments to Billers.

**BPAY® Payment** means a payment You instruct Us to make on your behalf to a Biller through the BPAY® Scheme.

**Business Day** means a day, not being a Saturday, Sunday, or a Public Holiday on which banks and Bank of China are open for business in Sydney.

**Business Internet Banking Services and Business Internet Banking** means the services available via the Website through the Business Internet Banking tab.

**Bulk Electronic Clearing System (BECS)** means the clearing system of that name administered by the Australian Payments Network Ltd.

**Captcha System** is an acronym for "completely automated public Turing test to tell computers and humans apart". It refers to a type of challenge-response test used in computing to determine whether or not the user is human.

**Card, Debit Card** means a Bank of China GWI Debit Card or MasterCard Debit Card

**Card Scheme** means the scheme that governs the issuance and use of a card, for the GGI Debit Card this is the UnionPay Card Scheme Rules.

**China UnionPay and CUP** means China UnionPay Co., Ltd, a State-approved banking association in China.

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**Code** means a PIN, Telephone Banking access code or any other similar information which may be required in order to make electronic funds transfer Transactions to or from Accounts and which the user is required to keep secret.

**Conditions of Use** means this Conditions of Use document as varied, amended or replaced from time to time.

**CNY, Yuan or Renminbi** means the lawful currency of the People's Republic of China.

**Credit Card** means a Bank of China Great Wall International credit card issued to You.

**Credit Card Account** means an Account for a Bank of China Credit Card.

**Customer Advocate** means the person appointed by Us in accordance with Chapter 46 of the Banking Code of Practice as the Bank of China Customer Advocate.

**Destination Account** means, in respect of any Funds Transfer, the Account that is to be credited with the funds to be transferred. Referred to on the Website as the "to Account".

**Device** in these Conditions of Use includes a Debit Card, an Etoken, a mobile phone, a tablet, a smart watch, a desk-top computer and any device through which You are authorised by Us or through which We allow You to access an Account.

**Destination Bank** means a financial institution specified by Us, from time to time, on Our Website as permitted by Us to be a Destination Bank for Funds Transfers using the Internet Banking Services and includes Bank of China.

**Direct Debit Request** means an authority provided by you to a debit user/Merchant to debit your account in accordance with the rules and procedures of the Bulk Electronic Clearing System.

**Direct Debit Service Agreement** means the service agreement you have entered into with a debit user/Merchant in respect of a Direct Debit Request.

**ePayments Code** means the ePayments Code established by the Australian Securities and Investments Commission.

**Etoken** is the security device that produces a unique pass code, also known as an Etoken Code.

**Face Scan** means a scan of your face, entered by You on your Device and allowed by Us as a Pass Code for Account access.

**Finger Print** means your scanned finger print (or prints), entered by You on your Device and allowed by Us as a Pass Code for Account access.

**Foreign Currency** means a currency that is different from the currency in which the relevant Account is held with Us.

**Funds Transfer** includes Funds Transfer Domestic and Funds Transfer International;

**Funds Transfer Domestic** means a transfer of funds by electronic means from:

- an Account You hold with Us in any currency to another Account You hold with Us, in any currency; or
- an AUD Account You hold with Us or to any AUD Account held by Us or by another ADI within Australia.

**Funds Transfer International** means a transfer of funds by electronic means from:

- an Account You hold with Us, in any currency, to any overseas account;
- an Account You hold with Us, in any currency, to a Foreign Currency account held in another ADI within Australia; or
- an Account You hold with Us, in any currency, to a third-party Foreign Currency account held by Us;

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**GWI Debit Card** means a debit card issued by Us under these Conditions of Use, and includes any additional or replacement card.

**Internet Banking Services or Internet Banking** means online banking services available at bankofchina.com/au through Business Internet Banking Services or Personal Internet Banking Services.

**Joint Account** means an Account owned by more than one individual Account Holder.

**Linked Account** for the purposes of:

- your Debit Card means an Account You hold with Us, that is linked to your Debit Card
- Internet Banking Services means an Account You hold with Us, through which You are able to access and use the Internet Banking Services.

Where the context requires, a reference to an Account, or to a Linked Account, includes a reference to each Account that You hold with Us that has been linked to your card or Internet Banking Services.

**Linked CNY Account** means a Demand Deposit Account or Overseas Student Account that is held in CNY.

**Loan Management Service** is the services described in Section 3:10.

**Mainland China** means the People's Republic of China but excluding Hong Kong, Macau and Taiwan.

**Mastercard Debit Card** means a debit card issued by Us under these Conditions of Use, and includes any additional or replacement card.

**Merchant** means a provider of goods or services who accepts payment by card or the Internet Banking Services, including BPAY®, direct debit or direct credit payments.

**Mistaken Internet Payment** means a payment by a user through the 'pay someone' internet banking facility and processed by an authorised deposit taking institution through BECS where the funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number or identifier that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY®.

**Mobile App** means the Bank of China app for compatible mobile devices such as smart phones and tablet devices that We make available for downloading to Our customers to register for the purpose of accessing some Personal Internet Banking Services via the compatible mobile Device.

**Mobile Banking** means the Personal Internet Banking functions available through the Mobile App.

**Month** means a calendar month.

**Operating Hours** means in respect of any Funds Transfer or BPAY® Payment, the operating hours for that transfer or payment as set out in Schedule 1 Part B for Personal Internet Banking and Schedule 2 Part B for Business Internet Banking, in these Conditions of Use.

**Password** is an 8-20 character alpha-numeric Code You enter to verifying your identity to access to Internet Banking Services and Mobile Banking

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**Pass Code** includes a Password or Code used to authenticate a Transaction or a person authorised to access the Account including:

- a PIN
- Password
- Etoken Code
- Finger Print
- Face Scan

**Permitted Currency** means a currency specified by Us, from time to time, on the Website as a currency in which Funds Transfers can be made using the Internet Banking Services.

**Permitted Destination Account** means an AUD Account with an Australian Destination Bank to which Funds Transfers Domestic can be made using the Internet Banking Services and any Account with a Destination Bank to which Funds Transfers International can be made using the Internet Banking Services.

**Personal Internet Banking Services and Personal Internet Banking** means the services available via the Website and through the Personal Internet Banking Services tab.

**PIN** means the Personal Identification Number or word which has been selected by You, or which has been allocated to You by Us, for use with a card through electronic equipment. In these Conditions of Use, the PIN is also referred to as your Password where applicable.

**POS** means a point-of-sale electronic banking facility available at retail or wholesale outlets including those made available by UnionPay (for GWI Debit Cards) and Mastercard (for Mastercard Debit Cards). In Australia, for GWI Debit Cards issued prior to 15 November, POS includes “Cash out” function at available Point of Sale (EFTPOS) but only up until 15 December 2025 after which EFTPOS will not be available until further notice.

**Primary Linked Account and Primary Linked AUD Account** means a savings Account held in AUD that We agree to treat as your Primary Linked Account.

**Retail Branch** means a retail branch of Bank of China (Australia) Limited in Australia except otherwise specified in these Conditions of Use.

**Scheduled Payment** means a scheduled payment described in clause Section 3: 4 of these Conditions of Use.

**Security Code** means any of the Security Codes specified in Section 3: 3 of these Conditions of Use, namely your Password and your Etoken Code.

**Transactional and At Call Account** means the Account that You hold with Us that is a:

- Demand Deposit Account;
- Cheque Account;
- Overseas Student Account;
- Online Saver Account; or
- Basic Transaction Account.

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as described in Our 'Transactional and At Call Account Terms and Conditions' which are available on Our Website.

**Transaction** includes any transfer, purchase or withdrawal.

**Unauthorised Transaction** means a Transaction made on Your Account without Your authorisation and for which You receive no benefit.

**UnionPay** means the 'UnionPay' brand of China UnionPay as displayed on an ATM that accepts China UnionPay enabled cards and as displayed on such cards.

**UP branded ATM** means an ATM that bears the 'UnionPay' brand/symbol on the ATM

**USD** means the lawful currency of the United States of America.

**We, Us, Our or Bank of China** means Bank of China (Australia) Limited ABN 28 110 077 622 AFSL 287322 and its successors and assigns.

**Website** means Bank of China's official internet website, currently having domain address bankofchina.com/au as amended, updated or replaced from time to time, and where applicable, the relevant screen or interface on Our website through which the Internet Banking Services are provided.

**You** means the person in whose name an Account has been opened, and where relevant or the context allows, also means the Additional Card Holder/s.

## Schedule 1

### Part A: Operating Hours for Personal Internet Banking Direct Credits, Fast Payments and BPAY® Payments:

#### Direct Credits and Fast Payments

##### *Availability*

Direct Credits and Fast Payments may be made only if the funds are transferred from your Linked Account held with the Bank to a Permitted Destination Account in a Permitted Currency. The Permitted Destination Account institutions and currencies are those specified as available on the Website from time to time.

##### *Operating Hours*

**You may give a Direct Credit or Fast Payment instruction to the Bank during the following times (based on the time in Sydney):**

Type of Funds Transfer instruction	Time in Sydney
For all Funds Transfers that involve the same currency:	24 hours 7 days a week*
For Funds Transfers between Bank of China (Australia) Limited Linked Accounts that involve foreign exchange:	9:30am - 11:59pm Business Days*
For Funds Transfers to Non-Bank of China (Australia) Limited Accounts that involve a foreign currency exchange transaction;	9:30am – 5:00pm Business Days*

\* These times may change from time to time. We will notify you of any changes in the manner set out in Section 1:7 of these Conditions of Use.

You may, with the Bank's agreement, set up a Scheduled Payment that involves the same currency that is to be made at any time, 24 hours a day, 7 days a week.

##### ***When Direct Credit instructions are processed after receipt and acceptance***

Direct Credit instructions may be given to take effect:

- as soon as possible following receipt; or
- at a future time (i.e. a Scheduled Payment).

##### ***When Fast Payments are processed after receipt and acceptance***

Fast Payments are processed as near as possible in Real Time. Payments are immediate.

#### **Funds Transfer Processing Times**

Where a Funds Transfer is given to take effect as soon as possible, and where the Funds Transfer instruction is accepted by the Bank, the Funds Transfer instruction will be processed by the Bank at the following times:

<b>Transaction type</b>	<b>When the Fund Transfer instruction was made or scheduled to be made</b>	<b>When the Fund Transfer instruction may be processed by the Bank</b>
Direct Credits that involve the same currency to a Bank of China (Australia) Limited Linked Account	Any time in 24 hours of the day 7 days a week	Immediately
International Direct Credits that involve the same currency	Before 5:00pm (Sydney time) on a Business Day	On the same day
	After 5:00pm (Sydney time) on a Business Day or on a non- Business Day	On the next Business Day
Domestic Direct Credits that involve the same currency to an Account within Australia that is not a Bank of China (Australia) Limited account	Before 5:00pm (Sydney time) on a Business Day	On the same day
	After 5:00pm (Sydney time) on a Business Day or on a non-Business Day	On the next Business Day
Domestic Direct Credits that involve foreign exchange to a Bank of China (Australia) Limited Linked Account	Between 9:30am and 11:59pm (Sydney time) on a Business Day	On the same day
Fast Payments	On any day	Immediately
Other Direct Credits that involve foreign exchange	Between 9:30am and 5:00pm (Sydney time) on a Business Day	On the same day
Scheduled transactions	Scheduled to occur on a Business Day (Sydney time)	On the nominated day
	Scheduled to occur on a non- Business Day (Sydney time)	On the next Business Day

Where a Scheduled Payment is scheduled to take place on a day that is not a Business Day (i.e. a Saturday, Sunday or public holidays on which banks are not open for business in Sydney), the Funds Transfer will take place on the next Business Day.

## **BPAY® Payments**

### **Availability**

Our Personal Internet Banking Service allows you to instruct the Bank to make BPAY® Payments to organisations (Billers), who have advised you that you can make payments to them using the BPAY® Scheme.

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You may instruct to make BPAY® Payments by logging onto the Website and selecting the BPAY® option.

### ***Operating Hours***

BPAY® is available via Personal Internet Banking 24 hours a day, 7 days a week.

The above Operating Hours may change from time to time. We will notify you of any changes in the manner set out in clause 7 of these Terms and Conditions.

### **BPAY Processing Times**

<b>If the BPAY® Payment instruction is given to the Bank</b>	<b>The BPAY® Payment will be treated as received by the Biller</b>
Before 5:00pm Sydney time on a Business Day	On the date that you make the BPAY® Payment
After 5:00pm Sydney time on a Business Day	On the next Business Day
On a non- Business Day (including for Scheduled Payments)	On the next Business Day

### **Part B: Daily transaction limits for Direct Credits, Fast Payments and BPAY® Payments:**

The Personal Internet Banking Service is subject to daily transaction limits in respect of Funds Transfers and BPAY® payments. There are daily transaction limits for transactions performed when you access your Accounts through our Website.

There are separate and additional transaction limits for transactions performed when you access your Accounts through our Mobile App.

The current daily transaction limits for Internet banking services are set out in the table below.

For example, it is possible to transfer AUD500,000 between your Accounts with us by accessing our Website and to make a second transfer of AUD500,000 between those Accounts by using our Mobile App on the same day. This would result in a total transfer between your Accounts of AUD1 million.

	Transaction type	Single transaction limit*	Daily limit*	
<b>Direct Credit Domestic</b>	Transfer between your Bank of China (Australia) Limited Accounts (same currency)	No limits	No limits	
	Transfer between your Bank of China (Australia) Limited Accounts (different currencies)	AUD 500,000	AUD 500,000	
	Direct Credit a third party (Bank of China (Australia) Limited Account) (any currency)	AUD 50,000	AUD 50,000	
	Direct Credit yourself or third party (non-Bank of China (Australia) Limited Account) (from AUD to AUD)**)	AUD 50,000	AUD 50,000	
<b>Daily Payment Threshold</b>	One Step Payments – no Security Code	N/A	Refer to the screen for activating One Step Payment to view current threshold	
<b>Fast Payments</b>	Any payments	AUD 1,000	AUD 1,000	
<b>Direct Credits International</b>	Direct Credit yourself or third-party involving currency other than AUD or CNY	AUD 10,000	AUD 10,000	
	Direct Credit yourself or third-party account in the People's Republic of China in CNY currency	Not available.  Over the counter transfers only	Not available.  Over the counter transfers only	
<b>Term Deposit</b>	Transfer funds from your savings or cheque account to a term deposit account (transfer between Bank of China (Australia) Limited Accounts)	No limits	No limits	
<b>BPAY® Payment (Domestic)</b>		AUD 50,000 (this is subject to any limits set by BPAY® from time to time.)	AUD 50,000 (this is subject to any limits set by BPAY® from time to time.)	

\*For transfers in currencies other than AUD, the limits are based on the equivalent of the AUD amount listed.

\*\*Electronic funds transfers are not available in CNY. These transfers can only be made over the counter at a Bank of China retail branch.

You can view transaction limits through Mobile Banking. Open the Mobile banking App, tap on the menu and select **Settings** then **Payment limits**.

You can change the transaction limits, up to the maximum allowed in the table above, through the Mobile Banking app at any time.

## Schedule 2

### Part A: Operating Hours for Business Internet banking Funds Transfers and BPAY® Payments:

#### **Availability**

Funds transfers may be made only if the funds are transferred from your Account held with us to a Permitted Destination Account in a permitted currency. The Permitted Destination Account institutions and currencies are those available on the Website from time to time.

#### **Operating hours**

The Operating Hours for the provision of Funds Transfer Instructions to the Bank are as follows and are based on the time in Sydney:

<b>Operating Hours</b> for acceptance of Funds Transfer instructions:	Time in Sydney
For all Funds Transfers	7 days 24 hours*

\*These times may change from time to time. We will notify you of any changes in the manner set out in Section 1: 7 of these Conditions of Use.

You may, with our agreement, set up a Scheduled Payment that is to be made at any time, 24 hours a day, 7 days a week.

#### **When Funds Transfer instructions are processed after receipt**

Funds Transfer instructions may be given to take effect:

- as soon as possible following receipt or
- at a future time (i.e. a Scheduled Payment).

Where a Funds Transfer is given to take effect as soon as possible, and where the Funds Transfer is accepted by the Bank, the Funds Transfer will be processed by the Bank at the following times:

<b>Transaction type</b>	<b>When the instruction is made or scheduled to be made</b>	<b>When the transaction may be processed</b>
For all Funds Transfer within Bank of China Limited (Sydney Branch) Account	<b>before</b> 5pm Sydney time on a Business Day	On the same day
	<b>after</b> 5pm Sydney time on a Business Day	on the next Business Day
For Funds Transfer Domestic to a non-Bank of China Limited (Sydney Branch) Account within Australia*	<b>before</b> 5pm Sydney time on a Business Day	On the same day
	<b>after</b> 5pm Sydney time on a Business Day	On the next Business Day
For all Funds Transfers International	<b>before</b> 5pm Sydney time on a Business Day	On the same day
	<b>after</b> 5pm Sydney time on a Business Day	On the next Business Day

\* express domestic Funds Transfer (RTGS) is processed by the Bank at the same Business Day if received before 4pm AEST. The Bank will process on the next Business Day if received after 4pm AEST.

Where a Scheduled Payment is scheduled to take place on a day that is not a Business Day (i.e. a Saturday, Sunday or public holidays on which banks are not open for business in Sydney), the Funds Transfer will take place on the next Business Day.

## **BPAY® Payments**

### ***Availability***

Business Internet Banking allows you to make BPAY® Payments to organisations (Billers) accepting payments through the BPAY® Scheme.

To make BPAY® Payments log onto the Website and select the BPAY® option.

### ***Operating Hours***

BPAY® is available via Business Internet Banking during the following Operating Hours (Sydney time):

- 24 hours on Business Days.

The above Operating Hours may change from time to time. We will notify you of any changes in the manner set out in Section 1: 7 of these Conditions of Use.

<b>If a BPAY® Payment Instruction is given to the Bank</b>	<b>The BPAY® Payment will be processed</b>
before 5pm Sydney time on a Business Day	by the end of the Business Day
after 5pm Sydney time on a Business Day	on the next Business Day

Where a BPAY® Payment request is made on a day that is not a Business Day, the request will be processed on the next Business Day.

### **Part B: Fund Transfer limits and BPAY® Payment transaction limits:**

Contact a Retail Branch to enquire about or to change transfer limits or BPAY limits for Accounts through Business Internet Banking. Limits are subject to our approval in accordance with our internal policies and procedures from time to time.

Transfer limits or BPAY limits can be set lower or higher than the default transaction limits. We recommend lower limits, for your protection against unauthorised transactions.

If you do not make any request concerning your transfer or BPAY transaction limits, default limits set by Bank of China from time to time in accordance with our internal policies and procedures will apply. The current single transfer or BPAY limit is AUD20,000 and the daily transfer limit is AUD20,000. The default limits may change from time to time. We will notify you of any changes to the default limits.

Bank of China (Australia) Ltd's contact details are as follows:

140 Sussex Street Sydney NSW 2000

Website: [bankofchina.com/au](http://bankofchina.com/au)

Debit Card Email and 24 Hour Customer Service Hotline:

Email : card.au@bankofchina.com

Australia: 1800095566

Overseas: +61 3 96706200

Internet Banking Email and 24 Hour Customer Service Hotline:

Email : ebanking.au@bankofchina.com

Australia: 1800095566

Overseas: +61 3 96706200

**中国银行 全球服务**

**ALWAYS WITH YOU**