



TERMS AND CONDITIONS GOVERNING ACCOUNTS

PART D. TERMS AND CONDITIONS GOVERNING TELEBANKING SERVICES

1. Interpretation

For purpose of these terms and conditions, unless the context otherwise requires:

“TBS” or **“Telebanking Services”** means the Services which an Account Holder can access by dialing a customer service hotline specified by BOC and provided by BOC to the Account Holder at the request of the Account Holder.

“TBS-PIN” means the personal identification number of the Account Holder or the Authorised Person to utilise the TBS. The TBS-PIN is a Security Code.

“Protected Account” and **“Protected Account Holder”** have the same meanings as ascribed to them in Part E Terms and Conditions Governing Electronic Banking Services (**“Part E”** or **“Online Terms”**).

“Security Codes” has the same meaning as ascribed to it in the Online Terms.

“SMS Alerts Service” refers the SMS Alerts Service provided by BOC pursuant to Part H Terms and Conditions Governing SMS Alerts Service (**“Part H”**).

“Website” means BOC’s official Internet website, currently having the domain address www.bankofchina.com/sg, as may be amended, supplemented or replaced at BOC’s sole discretion from time to time.

2. Upon receiving the Account Holder’s application, the Account Holder or the Authorised Person will be assigned a TBS-PIN which may be changed from time to time by the Account Holder or the Authorised Person. BOC may at its sole discretion reject any number selected by the Account Holder or the Authorised Person as the substitute TBS-PIN. The Account Holder or the Authorised Person shall not at any time disclose the TBS-PIN to any person. If the TBS-PIN becomes known to any unauthorised person, the Account Holder or the Authorised Person undertakes to change the TBS-PIN immediately.
3. At the Account Holder’s request, the Account Holder or the Authorised Person may collect the TBS-PIN at BOC’s counter or BOC may post the TBS-PIN to the Account Holder at the mailing address stated in the Account Opening Application or last notified by the Account Holder in writing to BOC or by such other mode as may be agreed by BOC at its discretion at the Account Holder’s own cost and risk and the Account Holder shall be deemed to have received the same in good order and condition notwithstanding that the same may not have been actually received by the Account Holder.
4. The TBS-PIN is issued for use by the Account Holder or the Authorised Person in respect of such banking or other services or facilities available or to be made available from time to time by BOC to the Account Holder or the Authorised Person through the use of the TBS.
5. As the TBS-PIN is a Security Code, the Account Holder or the Authorised Person acknowledges and accepts the obligations in respect of Security Codes set out in Part E / the Online Terms.

6. The Account Holder accepts full responsibility and agrees to be liable for all transactions made using the TBS-PIN whether or not made with the Account Holder's knowledge, consent or authority. The Account Holder shall contact BOC immediately if he/she becomes aware of any unauthorised transaction made using the TBS-PIN. The Account Holder agrees to waive all rights and remedies against BOC in respect of all losses, damages and claims howsoever caused arising from or relating to the provision of TBS. Notwithstanding the foregoing, the Protected Account Holder's liability for unauthorised transactions made using the TBS-PIN in respect of the Protected Account is governed by the applicable provisions in Part E / the Online Terms, with the relevant modifications for TBS.
7. Transaction notifications for a Protected Account

BOC will provide transaction notifications that fulfil the criteria set out in Part H Clause [9] (SMS Alert transaction notifications for a Protected Account) to each Protected Account Holder that BOC has been instructed to send transaction notifications to, in respect of all notifiable transactions (of an amount equal to or greater than the alert threshold amount maintained with BOC) from the Protected Account.
8. Obligations of the Protected Account Holder in respect of Unauthorised Transactions
 - 8.1 The Protected Account Holder shall report any unauthorised transactions to BOC as soon as practicable after receipt of any transaction notification alert for any unauthorised transaction.
 - 8.2 Part E Clause [8] (Obligations of the Protected Account Holder in respect of Unauthorised Transactions) shall apply.
9. Reporting channels
 - 9.1 All notifications and/or reports to BOC required under these terms and conditions can be made by:
 - (a) Calling the contact number listed on the Website (as BOC may from time to time prescribe); or
 - (b) Sending an email to the email address prescribed by BOC; or
 - (c) Attending at BOC Main Branch or sub-branches personally.
 - 9.2 The reporting channels have the characteristics set out in Part E Clause [9] (Reporting channels).
10. The Account Holder shall pay such charges and fees for the provision of TBS as BOC may prescribe from time to time whether or not the Account Holder in fact made use of the TBS. BOC is authorised without prior notice to debit the Account with all charges, fees, withdrawals and payments for the provision and/or use of TBS and any other liabilities to and loss suffered by BOC as a result of the provision and/or use of the TBS even if such debiting results in the Account becoming overdrawn.
11. BOC may at any time and from time to time without giving any prior notice to the Account Holder:
 - (a) Impose or revise the maximum or minimum daily overall and/or individual limit in terms of the amount, quantity or currency or deposit type and deposit duration, for transactions effected by TBS; and
 - (b) Determine and vary the frequency and manner of the use of TBS, transaction limits, operating hours, types of facilities and services available through TBS.

12. BOC reserves the rights in its sole discretion at any time without liability or assigning any reason therefor to:
 - (a) Limit, suspend or terminate any and all TBS for such duration as BOC deems fit and proper;
 - (b) Disallow any transaction subject to such conditions as BOC sees fit;
 - (c) Revoke or suspend the Account Holder's right or authority to use the TBS; or
 - (d) Retain or reject any TBS-PIN.

13. BOC may in its discretion delete from time to time any payee corporation from the Account Holder's selected list of authorised payee corporation without prior notice to the Account Holder. The Account Holder acknowledges that BOC shall not be responsible or liable for any failure, delay, or errors of the payee corporation in executing or updating the Account. Any claim against or dispute with the payee corporation shall be settled between the Account Holder and the payee corporation and no claim shall be made against BOC in respect thereof.