

## TERMS AND CONDITIONS GOVERNING ACCOUNTS

### PART E. TERMS AND CONDITIONS GOVERNING ELECTRONIC BANKING SERVICES

Please read these Online Terms carefully before applying for and using BOC Electronic Banking Services.

#### 1. Interpretation

For purposes of these Online Terms, unless the context otherwise requires:

“**Application Form**” means the application form for the Services or Account opening application form.

“**Electronic Banking Services**” or “**Services**” means the (i) online banking services, (ii) Mobile Banking App services and (iii) other services which BOC provides or makes available from time to time to the Account Holder under these Online Terms (including without limitation the transmission of instructions to the Bank, funds transfer, bill payments, international remittances, letters of credit and bank guarantees and where the context requires, any E-Token or Security Code used to access the Services). Some Services are only available to Corporate Account Customers.

“**E-Token**” means a security/authentication device that produces a unique passcode, one-time password or any other form of electronic identification/signature to access the Services or such other device, equipment or method which is used to generate a Security Code or which is used in connection with access to and/or use of the Services.

“**Mobile Banking App**” or “**App**” means the BOC mobile banking application which may be downloaded to any mobile phone or device running on an operating system supported by BOC, through which the Account Holder can access mobile banking services.

“**Online Terms**” or “**Part E**” means these Terms and Conditions Governing Electronic Banking Services, as may be amended, supplemented and/or modified at BOC’s sole discretion.

“**Payment Account**” means any Account (including for the avoidance of doubt, any bank account, debit card, credit card and charge card and any personalised device or personalised facility) which is used by any person for the initiation, execution, or both of payment transactions.

“**payment transaction**” means an act, initiated by the payer or payee, of placing, transferring or withdrawing money, irrespective of any underlying obligations between the payer or payee, where the act is initiated through electronic means and where money is received through electronic means and includes:

- (i) the placing, transferring or withdrawing of money for the purposes of making payment for goods or services; and
- (ii) the placing, transferring or withdrawing of money for any other purpose.

“**Protected Account**” means any Payment Account that:

- (i) is held in the name of one or more persons, all of whom are either individuals or sole proprietors;
- (ii) is capable of having a balance of more than S\$500 (or equivalent amount expressed in any other currency) at any one time, or is a credit facility; and
- (iii) is capable of being used for electronic payment transactions.

For the avoidance of doubt, any Payment Account held by a Corporate Account Customer (other than a sole proprietor) is not a Protected Account and the provisions related to Protected Account in these Online Terms are not applicable to such a Corporate Account Customer. The other provisions of these Online Terms are still applicable to such a Corporate Account Customer as Account Holder.

**“Protected Account Holder”** means any Account Holder (who must be an individual or a sole proprietor) of a Protected Account.

**“Protected Account User”** means (i) any Protected Account Holder; or (ii) any person (who must be an individual) who is authorised in a manner in accordance with the Terms and Conditions Governing Accounts and any other relevant terms and conditions of BOC, by BOC and any Protected Account Holder, to initiate, execute or both initiate and execute payment transactions using the Protected Account.

**“Protected Account Bank Duties”** means the following duties of BOC in respect of Protected Accounts:

- (i) To inform Protected Account Holders of the Protected Account User Duties and the Protected Account Bank Duties;
- (ii) To provide transaction notifications, as set out in Part E Clause 7 (Transaction notifications for a Protected Account);
- (iii) To comply with an individual Protected Account Holder’s transaction notification preferences and explain the effects of the transaction notification preferences, as set out in Part E Clause 3.2;
- (iv) To provide recipient credential information, as set out in Part E Clause 6.6;
- (v) To provide reporting channels, as set out in Part E Clause 9 (Reporting channels);
- (vi) To assess claims and complete claims investigation, as set out in Part E Clause 10 (Assessment and investigation of a claim in respect of a Protected Account); and
- (vii) To credit a Protected Account, as set out in Part E Clause 10.5.

**“Protected Account User Duties”** means the following duties of Protected Account Users:

- (i) Protected Account Holder to provide contact information, opt to receive all outgoing transaction notifications and monitor notifications, as set out in Part E Clause 3.2;
- (ii) Protected Account Users to protect Security Codes, as set out in Part E Clauses 4.5(a), (b) and (c), and 4.6;
- (iii) Protected Account Users to protect access to Protected Accounts, as set out in Part E Clauses 4.2, 4.4 and 4.9;
- (iv) Protected Account Holder to report unauthorised transactions, as set out in Part E Clause 8.1;
- (v) Protected Account Holder to provide information on unauthorised transaction, as set out in Part E Clause 8.2; and
- (vi) Protected Account Holder to make police report, as set out in Part E Clause 8.3.

**“Security Code”** refers to a user ID, password, verification code, electronic identification/signature or such other code or access procedure, whether generated by the E-Token or mobile device or otherwise delivered via SMS, and/or such other device, delivery means or method which BOC provides to the Account Holder to access and/or use the Services.

**“SMS”** means short messaging service which allows the Account Holder to receive text messages sent through a mobile service network.

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

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

## 2. Using the Electronic Banking Services

- 2.1 The Account Holder of any accounts with BOC may apply for and use the Electronic Banking Services in accordance with and subject to these Online Terms. These Online Terms shall always be read and considered together with the terms stated in the General Terms and Conditions Governing Accounts (referred to herein as “**Part A**”) which the Account Holder acknowledges that BOC has provided to the Account Holder and the Account Holder further agrees that the terms stated in Part A are applicable to the matters stated in these Online Terms. In the event of any conflict or inconsistency between these Online Terms and Part A, these Online Terms shall prevail. Where the Electronic Banking Services utilise any other services provided by BOC, these other services are subject to further terms and conditions as may be prescribed by BOC. For additional governing terms and conditions regarding the Mobile Banking App, please refer to the frequently asked questions section on the Website. BOC’s answers to the frequently asked questions, where applicable (“**FAQ Terms**”), are incorporated by reference into these Online Terms. In the event of any conflict or consistency between the FAQ Terms and these Online Terms, the FAQ Terms shall prevail. If the Account Holder does not accept or agree to any applicable terms and conditions, the Account Holder should discontinue the use of the relevant service immediately.
- 2.2 The Account Holder may only access the Website and Services after BOC has provided the Security Codes to the Account Holder.
- 2.3 By signing the Application Form or using any of the Services, the Account Holder and the Authorised Person accept and agree to be bound by these Online Terms and follow the guidance of any terms of use and any security procedures as may be prescribed by BOC from time to time for the Services and/or on the Website.
- 2.4 Before the Account Holder can use the Services, the Account Holder must:
- open and maintain at least one Account with BOC in the Account Holder’s own name;
  - submit a completed Application Form to BOC;
  - successfully undergo all relevant identification procedures as required by BOC; and
  - acquire the Security Codes and E-Token from BOC.
- 2.5 The Account Holder is solely responsible for all uses of the E-Token and Security Codes whether by the Account Holder or the Authorised Person, and for any acts or omissions during such use.
- 2.6 BOC is entitled to treat all use of the Services as having been duly authorised by the Account Holder and the records of such use as conclusive evidence of the data or Instruction, unless and until BOC receives notice (in the prescribed form as stated at Part E Clause 3.3 below) of a breach of security or unauthorised use of the E-Token or Security Codes.
- 2.7 The Account Holder and the Authorised Person are responsible for the confidentiality and the use of the Security Codes, and should not disclose the Security Codes to anyone. Except in response to a report of an unauthorised transaction, BOC will not contact the Account Holder or the Authorised Person to request for Security Codes. Any such request from anyone is likely to be fraudulent. BOC will not be responsible or liable for any loss howsoever incurred should the Account Holder disclose the Security Codes pursuant to such requests.

- 2.8 The Account Holder shall comply with all third party terms and conditions, and bear all fees and charges incurred in relation to the use of the Services (including but not limited to, fees and charges of internet service providers and telecommunications service providers).
- 2.9 The Account Holder acknowledges and agrees that Services may be made available and accessed through different devices (for example, personal computers and mobile devices) and hence features of the Services may vary and access and use of the Services may be subject to the specific conditions of use for the different devices.
- 2.10 The Account Holder acknowledges and agrees that BOC may, from time to time, impose limitations (for example, transaction limits (such as minimum transaction amounts)) and conditions in connection with the Services or vary the frequency or manner of use of the Services.

### **3. Obligations in respect of bank statements, transaction notifications, E-Token and Security Codes**

- 3.1 The Account Holder shall check all bank statements and transaction notifications and check as well as update the passbook(s) for the Account(s) regularly and carefully to ensure the transactions made through the Services are properly effected and there has been no unauthorised transaction. BOC will not issue any separate statements in respect of the Services.

Transaction notifications via SMS are made by BOC under the SMS Alerts Service.  
For Corporate Account Customers, transaction notifications are made via email.

- 3.2 In particular for a Protected Account, the Protected Account Holder shall provide BOC with contact details as required by BOC in order for BOC to send the Protected Account Holder transaction notifications. The individual Protected Account Holder may opt to receive transaction notifications via SMS (under the SMS Alerts Service) for all outgoing transactions of any amount (the threshold amount will be set at S\$0.01), or select a different preferred threshold amount; or accept the default threshold amount set by BOC. To set a threshold amount, the individual Protected Account Holder will have to submit a request form to BOC). Where the Protected Account is a joint Account, the Protected Account Holders should jointly give instructions to BOC on whether BOC should send transaction notifications to any or all the Protected Account Holders. The sole proprietor Protected Account Holder will receive transaction notifications via email for all outgoing transactions of any amount (the threshold amount will be set at S\$0.01) and will not be able to select a different preferred threshold amount. The Protected Account User Duties will apply to all the Protected Account Holders that BOC has been instructed to send transaction notifications to.

The Protected Account Holder shall provide the following contact information which must be complete and accurate, to BOC:

- (a) for the individual Protected Account Holder to receive transaction notifications by SMS, the individual Protected Account Holder's validly registered mobile phone number in Singapore and/or such other countries as may be accepted by BOC at its discretion from time to time and that such mobile phone number is able to receive transaction notifications by SMS both in Singapore and overseas (with the Protected Account Holder being responsible for any and all costs, expenses, fees and charges imposed by the telecommunications service provider (whether in or outside Singapore)); or
- (b) for the sole proprietor Protected Account Holder to receive notification by email, the sole proprietor Protected Account Holder's email address.

It is the Protected Account Holder's responsibility to enable transaction notification alerts on any device used to receive transaction notifications from BOC, to opt to receive all transaction notifications for all outgoing transactions (of any amount) made from the Protected Account, and to monitor the transaction notifications sent to the account contact. BOC will assume that the Protected Account Holder will monitor such transaction notifications without further reminders or repeat notifications.

Where the Protected Account Holder selects a preferred threshold amount (other than "\$0.01") or accepts the default threshold amount set by BOC, the Protected Account Holder will not receive transaction notifications for transactions below the threshold amount and may not be aware of such transactions being made from the Protected Account. The Protected Account Holder may therefore not be able to comply with the Protected Account User Duties, with the consequence that the Protected Account Holder may be held liable for the loss arising from such transaction (if unauthorised), as set out in Part E Clause 12 (Protected Account Holder's liability for unauthorised transactions in respect of a Protected Account) below. If the Protected Account Holder wishes to fulfil the Protected Account User Duties for all outgoing transactions (of any amount), the Protected Account Holder should opt to receive all transaction notifications for all outgoing transactions (of any amount) made from the Protected Account by submitting the relevant request from to BOC.

- 3.3 BOC may provide any E-Token or Security Code to the Account Holder by any mode of delivery (including but not limited to self-collection, the use of delivery by hand or by post to the address stated in the Application Form, through an ATM, to the Account Holder's mobile device, via any registration or activation procedure or in such other manner as BOC may prescribe). The Account Holder agrees to accept all risks associated with the mode of delivery of the E-Token and/or Security Codes, and shall not hold BOC liable in the event that any other person obtains possession of any E-Token and/or Security Code or if the E-Token and/or Security Codes fails to reach the Account Holder.
- 3.4 BOC is not deemed to have received any notice unless BOC has given an acknowledgment in writing. Such acknowledgment will be given by BOC as soon as practicable.
- 3.5 Once BOC has been notified by the Account Holder, BOC will as soon as reasonably practicable terminate the compromised E-Token and/or Security Codes and use reasonable endeavours to stop the processing of outstanding instructions originating from the compromised E-Token and/or Security Codes. Should the Account Holder wish for such instructions to be carried out, the Account Holder may in writing re-instruct BOC to do so. Notwithstanding the foregoing, the Account Holder remains responsible for all Instructions and transactions which were made prior to receipt of any notice of termination of compromised E-Token and/or Security Codes.
- 3.6 Subject to and without limiting the generality of these Online Terms, the Account Holder remains liable for any unauthorised transactions arising from or in connection with the use of the Services if the loss:
- (a) was due to the Account Holder's fraudulent act or negligence;
  - (b) occurred in the circumstances under Part E Clause 3.5 above; or
  - (c) was due to disclosure of the Security Codes.

For the Protected Account Holder, this Clause 3.6 is subject to Part E Clause 12 (Protected Account Holder's liability for unauthorised transactions in respect of Protected Account) below.

#### **4. Security obligations**

- 4.1 BOC will not be responsible for any damage or loss suffered as a result of the breach of any of the security obligations set out below.

- 4.2 The Account Holder is responsible for ensuring that the computer, mobile phone or device used to access the Services has a proper security system, including updating the device's browser to the latest version available; patching the device's operating systems with regular security updates provided by the operating system provider; and installing and maintaining the latest anti-virus, anti-spyware and firewall software or measures. The Account Holder must take all reasonably practicable measures to protect the E-Token and/or Security Codes and prevent any unauthorised access through the E-Token and/or Security Codes when the Account Holder accesses the Services through broadband connections, telecommunications connections, digital subscriber lines or cable modems or public systems over which BOC has no control.
- 4.3 Upon having received the user ID notification and E-Token issued by BOC, the Account Holder must change the default user ID immediately. Once the user ID is changed for the first time, the user ID cannot be changed subsequently. The Account Holder must also change the password immediately upon having received the password notification.
- 4.4 In respect of an Account Holder's user ID and password, the Account Holder must select a user ID that is a 6 to 20 character alphanumeric code and a strong password that:
- (a) has 8 to 20 characters and uses a mixture of letters, numbers and symbols;
  - (b) has no obvious connection to the Account Holder's name, address, birth date, telephone number, driver's licence number, or other personal information;
  - (c) is not an obvious sequence of letters or numbers or symbols (for example : 7654321, abcdefg, or aaaaaaa);
  - (d) should not have been used for another website, application or services; and
  - (e) should be changed on a periodic basis.
- 4.5 The Account Holder must:
- (a) keep the Security Codes secure and confidential at all times, and not voluntarily disclose any Security Codes to any third party, except as instructed by BOC for any purpose including to initiate or execute any payment transaction;
  - (b) not disclose the Security Codes in a recognisable way on any Payment Account, E-Token, or any container for the Payment Account;
  - (c) not keep a record of any Security Codes in a way that allows any third party to easily misuse the Security Codes;
  - (d) ensure that the Security Codes are not disclosed, reverse compiled, copied or in any way observed while being used and are not accessible by any unauthorised person;
  - (e) take all reasonable steps to ensure that the E-Token is kept secure, safe and undamaged, and the information provided to the Account Holder for the use of the Services is kept secure and safe. At no time and under no circumstances should the Account Holder permit the E-Token to come into the possession or control of any other person;
  - (f) not reveal the Security Codes generated by the E-Token to anyone;
  - (g) not divulge the serial number of the E-Token to anyone;
  - (h) not reveal the one-time password ("OTP") to anyone;
  - (i) not leave the computer, mobile phone or device from which the Account Holder accesses the Services unattended or let anyone else use it until the Account Holder has logged off the Services using the log off option;
  - (j) ensure that the Account Holder has logged off the Services using the log off option at the end of each and every session;
  - (k) comply with all instructions given by BOC from time to time in relation to the use of the Services;
  - (l) check the Account balance and transaction(s) frequently and report any discrepancy promptly; and

(m) update BOC immediately when there is a change in Account Holder contact details, such as mobile number and/or email address, for the purposes of receiving Security Codes or SMS/email alerts notifications for online banking transactions and activities.

4.6 If the Account Holder must keep a record of any Security Codes, the Account Holder should make reasonable efforts to secure the record, including:

- (a) keeping the record in a secure electronic or physical location accessible or known only to the Account Holder; and
- (b) keeping the record in a place where the record is unlikely to be found by a third party.

4.7 If the Account Holder is aware of any breach or unauthorised use of the E-Token and/or Security Codes, the Account Holder must notify BOC immediately through the reporting channels set out in Part E Clause 9 (Reporting channels) below and comply with all instructions from BOC including, without limitation, making a police report and cooperating with the relevant authorities. The notification of the security breach will take effect immediately after notification of the same by the Account Holder to BOC. Subject to Part E Clause 13.2 below, any losses that may occur prior to the notification taking effect will be borne by the Account Holder.

It is the Account Holder's sole responsibility to notify BOC and apply for a replacement E-Token if the E-Token issued by BOC is subsequently lost, stolen or has failed to function as intended. BOC reserves the right to impose, and the Account Holder undertakes to pay, any fees, charges and all other costs for the use and/or replacement of the E-Token and/or Security Codes.

4.8 The Account Holder is further required to take/observe the security measures and practices as follows:

- (a) disable file and printer sharing in the Account Holder's computer or device;
- (b) make regular backup of critical data;
- (c) consider the use of encryption technology to protect highly sensitive data;
- (d) do not install software or run programs of unknown origin;
- (e) delete junk or chain emails;
- (f) do not open email attachments from strangers;
- (g) do not disclose personal, financial or credit card information to little-known or suspicious websites;
- (h) do not use a computer or mobile phone or a device which cannot be trusted;
- (i) do not use public or internet cafe computers to access online banking or perform financial transactions;
- (j) log off the online session and turn off the computer when not in use; and
- (k) clear browser cache after the online session.

4.9 Where the Protected Account Holder has requested BOC to permit other Protected Account Users and BOC has permitted such other Protected Account Users, the Protected Account Holder should inform all such Protected Account Users of the security instructions or advice provided by BOC to the Protected Account Holder. All Protected Account Users should follow security instructions or advice provided by BOC.

## 5. Other obligations

5.1 When using the Services, the Account Holder must:

- (a) act in accordance with these Online Terms;
- (b) comply with all Applicable Laws; and
- (c) comply and follow the guidance or terms of use and any security procedures as may be prescribed by BOC for the Services and/or on the Website.

- 5.2 The Account Holder warrants the truth, accuracy and completeness of all information given to BOC by the Account Holder:
- (a) in any Application Form or document; or
  - (b) when using the Services; or
  - (c) when otherwise acting in respect of any Account;

and the Account Holder acknowledges and agrees that, in providing the Services, BOC is relying on the trust, accuracy and completeness of all information given by the Account Holder.

- 5.3 The Account Holder must notify BOC immediately if there are any changes to the information provided in the Application Form or such other document (if any).
- 5.4 The E-Token provided to the Account Holder by BOC remains the property of BOC. The Account Holder shall return the E-Token issued by BOC to BOC promptly upon BOC's request. The E-Token issued by BOC must not be altered, tampered, disassembled or in any way copied or modified and must not be dealt with or exploited by the Account Holder in any way.

## **6. Instructions / Verification of Instructions**

- 6.1 When BOC receives any Instructions (including Fund Transfer instruction) for the Services, BOC will verify that the person giving the Instruction is the Account Holder by reference only to the use of the E-Token and/or Security Codes.
- 6.2 Once BOC has verified in accordance with Part E Clause 6.1 above, the instruction is irrevocable, valid and binding on the Account Holder. The Account Holder authorises BOC to accept, follow and act upon all instructions upon such verification and the Account Holder accepts all responsibility for the accuracy of information contained in the Instruction.
- 6.3 BOC shall not be obliged to carry out any Instruction received and may refuse an Instruction without liability.
- 6.4 The Account Holder acknowledges that BOC is not obliged to refer to anything other than the E-Token for the purpose of verification under Part E Clause 6.1 above.
- 6.5 The Account Holder is responsible for any errors or inaccuracies in the Instructions. BOC is not responsible for failing to comply with any Instructions from the Account Holder, including and without limitation, if:
- (a) such Instruction is unclear or incomplete; or
  - (b) BOC is not satisfied that the Instruction has been provided by the Account Holder;
  - (c) BOC has reason to believe there is a breach of security or unauthorised use of the E-Token and/or Security Codes; or
  - (d) for any reason beyond BOC's control.
- 6.6 Where Instructions for payment transactions involving a Protected Account are made by way of the Services, BOC will provide the Protected Account Users an onscreen opportunity to confirm the payment transaction and recipient credentials before BOC executes any authorised payment transaction.

The onscreen opportunity contains the following information:

- (a) information that allows the Protected Account Users to identify the Protected Account to be debited;
- (b) the intended transaction amount;
- (c) credentials of the intended recipient that is sufficient for the Protected Account Users to identify the recipient, which includes the recipient's phone number, identification number, account number or name as registered for the purpose of receiving such payments; and
- (d) a warning to ask the Protected Account User to check the information before executing the payment transaction.

All Protected Account Users must make use of the onscreen opportunity to check the details of the payment transactions.

- 6.7 BOC is not deemed to have received any data or Instructions until such data or Instructions are received by the host system of the Services.
- 6.8 The Account Holder acknowledges that the Instructions may not be processed immediately, around the clock, or in a timely manner, and that BOC will not be liable for any loss, damage or expense incurred. Data or Instructions received by BOC will be treated as given and received on the next Business Day if made through the Services after the relevant cut-off time on any given day (as determined by BOC and notified by BOC in advance). BOC may refrain from processing such data or Instructions without notice to the Account Holder if such data or Instructions cannot be feasibly and reasonably processed (as determined by BOC in its discretion).
- 6.9 The Account Holder acknowledges that banking and other services made available through the Services are subject to limitations and that the Account Holder may not be able to effect certain transactions even if such transactions could be effected when the Instructions were given.

## 7. Transaction notifications for a Protected Account

- 7.1 BOC will provide transaction notifications that fulfil the following criteria 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 ("**notifiable transaction**").
  - (a) The transaction notification will be sent to the Protected Account Holder's account contact. If the Protected Account Holder has provided more than one account contact to BOC, the transaction notification will be sent to every account contact selected by the Protected Account Holder to receive such notifications.
  - (b) The transaction notification will be sent on a real time basis for each notifiable transaction and where the transaction notification cannot be sent due to system maintenance, progressively when the transaction notification can be sent; or on a batched basis at least once every 24 hours to consolidate every notifiable transaction made in the past 24 hours. BOC may but is not expected to send both real time notifications and daily batched notifications to the Protected Account Holder.
  - (c) The transaction notification will be conveyed to the Protected Account Holder by way of SMS or email that meets the deadline in Part E Clause 7.1(b) above.
  - (d) The transaction notification will contain the following information, but BOC may omit any confidential information provided that the information provided to the Protected Account Holder still allows the Protected Account Holder to identify the transaction as being an authorised transaction or unauthorised transaction.

- Information that allows the Protected Account Holder to identify the Protected Account such as the Protected Account number;
- Information that allows the Protected Account Holder to identify the recipient whether by name or by other credentials such as the recipient's account number;
- Information that allows BOC to later identify the Protected Account Holder, the Protected Account, and the recipient account such as each account number or name of the account holder;
- Transaction amount;
- Transaction time and date;
- Transaction type; and
- If the transaction is for goods and services provided by a business, the trading name of the merchant and where possible, the merchant's reference number for the transaction.

## 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. Where the Protected Account Holder is not able to report the unauthorised transaction to BOC as soon as the Protected Account Holder receives any transaction notification alert for any unauthorised transaction, the Protected Account Holder shall if BOC so requests, provide BOC with reasons for the delayed report.

This includes time periods or circumstances where it would not be reasonable to expect the Protected Account Holder to monitor transaction notifications. Examples of such time periods and circumstances are late evening to early morning, and work or travel commitments that do not allow the Protected Account Holder to access the Protected Account Holder's phone. The report should be made through the reporting channels set out in Part E Clause 9 (Reporting channels) below.

8.2 The Protected Account Holder shall within 7 working days provide BOC with the following information as requested by BOC:

- (a) the Protected Account affected;
- (b) the Protected Account Holder's identification information;
- (c) the type of E-Token, Security Codes and device used to perform the payment transaction;
- (d) the name or identity of any Protected Account User for the Protected Account;
- (e) whether a Protected Account, E-Token, or Security Codes were lost, stolen or misused and if so:
  - the date and time of the loss or misuse,
  - the date and time that the loss or misuse, was reported to BOC, and
  - the date, time and method that the loss or misuse, was reported to the police;
- (f) where any Security Codes are applicable to the Protected Account:
  - how the Protected Account Holder or any Protected Account User recorded the Security Codes, and
  - whether the Protected Account Holder or any Protected Account User had disclosed the Security Codes to anyone; and
- (g) any other information about the unauthorised transaction that is known to the Protected Account Holder.

8.3 The Protected Account Holder shall make a police report if BOC requests such a report to be made to facilitate its claims investigation process.

## 9. Reporting channels

- 9.1 All notifications and/or reports to BOC required under these Online Terms 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 following characteristics:
- (a) The contact number is a manned phone line and is available during business hours every business day.
  - (b) The email reporting channel is available at any time every calendar day and the email address is monitored.
  - (c) Any person who makes a report through the reporting channel will receive a written acknowledgement of the report.
  - (d) BOC does not charge a fee to any person who makes a report through the reporting channels for the report or any service to facilitate the report.

## 10. Assessment and investigation of a claim in respect of a Protected Account

- 10.1 BOC will assess any claim made by any Protected Account Holder in relation to any unauthorised transaction covered in Part E Clause 12 (Protected Account Holder's liability for unauthorised transactions in respect of a Protected Account) below ("**relevant claim**") for the purposes of assessing the Protected Account Holder's liability in accordance with it. Where BOC has assessed that the relevant claim does not fall within those provisions BOC will resolve such a claim in a fair and reasonable manner. BOC will communicate the claim resolution process and assessment to the Protected Account Holder in a timely and transparent manner.
- 10.2 BOC may require that the Protected Account Holder furnish a police report in respect of unauthorised transaction claim, before BOC begins the claims resolution process. Upon enquiry by the Protected Account Holder, BOC will provide the Protected Account Holder with relevant information that BOC has of all the unauthorised transactions which were initiated or executed from a Protected Account, including transaction dates, transaction timestamps and parties to the transaction.
- 10.3 BOC will complete an investigation of any relevant claim within 21 business days for straightforward cases or 45 business days for complex cases. Complex cases may include cases where any party to the unauthorised transaction is resident overseas or where BOC has not received sufficient information from the Protected Account Holder to complete the investigation. BOC will within these periods give each Protected Account Holder that BOC has been instructed to send transaction notifications to in accordance with Part E Clause 3.2 above a written or oral report of the investigation outcome and its assessment of the Protected Account Holder's liability in accordance with Part E Clause 12 (Protected Account Holder's liability for unauthorised transactions in respect of a Protected Account) below. BOC will seek acknowledgement (which need not be an agreement) from that Protected Account Holder of the investigation report.
- 10.4 Where the Protected Account Holder does not agree with BOC's assessment of liability, or where BOC has assessed that the claim falls outside of Part E Clause 12 (Protected Account Holder's liability for unauthorised transactions in respect of a Protected Account) below, the Protected Account Holder and BOC may proceed to commence other forms of dispute resolution, including mediation at Financial Industry Disputes Resolution Centre Ltd (FIDReC) as BOC is a FIDReC member.

10.5 BOC should credit the Protected Account with the total loss arising from any unauthorised transaction as soon as BOC has completed its investigation and assessed that the Protected Account Holder is not liable for any loss arising from the unauthorised transaction. BOC will disclose this arrangement to the Protected Account Holder at the time the Protected Account Holder reports the unauthorised transaction to BOC, and inform the Account Holder of the timeline for completing its investigation in accordance with Part E Clause 10.3 above.

## 11. Liability for Unauthorised Transactions

11.1 The Account Holder will be liable for any unauthorised transactions arising from or in connection with use of the Services if:

- (a) the loss is due to fraud, any fraudulent act or gross negligence on the Account Holder's part;
- (b) the loss occurred before receipt of notification by BOC of any security breach;
- (c) the loss was due to the Account Holder's disclosure of the Security Codes; or
- (d) there was delay in the Account Holder notifying BOC of any security breach of the Security Codes or E-Token.

11.2 The Account Holder will not be liable for loss incurred:

- (a) by the fraudulent or negligent conduct by BOC's employees or related corporations involved in the provision of the Services;
- (b) prior to BOC providing to the Account Holder the Security Codes and E-Token; or
- (c) subject to Part E Clause 11.1(c) above, after receipt of notification by BOC of any security breach or unauthorised use of the Security Codes and/or the E-Token.

## 12. Protected Account Holder's liability for unauthorised transactions in respect of Protected Account

12.1 Part E Clause 12 (Protected Account Holder's liability for unauthorised transactions in respect of Protected Account) does not apply to any Protected Account which is a credit card, charge card or debit card issued by BOC.

12.2 The Protected Account Holder is liable for actual loss arising from an unauthorised transaction where any Protected Account User's recklessness was the primary cause of the loss. Recklessness would include the situation where any Protected Account User deliberately did not comply with the Protected Account User Duties. The Protected Account User is expected to provide BOC with information BOC requires to determine whether any Protected Account User was reckless. The actual loss that the Account Holder is liable for in this Clause 12.2 is capped at any applicable transaction limit or daily payment/transfer limit that the Account Holder and BOC have agreed to.

12.3 For the avoidance of doubt, where any Protected Account User knew of and consented to a transaction ("**authorised transaction**"), such a transaction is not an unauthorised transaction, notwithstanding that the Protected Account Holder may not have consented to the transaction. This would also include the situation where any Protected Account User acts fraudulently to defraud any Protected Account Holder or BOC. The Protected Account Holder is liable for all authorised transactions up to any applicable transaction limit or daily payment limit that the Protected Account Holder and BOC have agreed to.

12.4 The Protected Account Holder is not liable for any loss arising from an unauthorised transaction if the loss arises from any action or omission by BOC and does not arise from any failure by any Protected Account User to comply with any of the Protected Account User Duties.

- 12.5 Any action or omission by BOC in Part E Clause 12.4 above includes the following:
- (a) fraud or negligence by BOC, its employee, its agent or any outsourcing service provider contracted by BOC to provide BOC's services through the Protected Account;
  - (b) non-compliance by BOC or its employee with any requirement imposed by the Monetary Authority of Singapore (MAS) on BOC in respect of its provision of any financial service; and
  - (c) non-compliance by BOC with any Protected Account Bank Duties.

- 12.6 The Protected Account Holder is not liable for any loss arising from an unauthorised transaction that does not exceed S\$1,000, if the loss arises from any action or omission by any third party not referred to in Part E Clause 12.5 above and does not arise from any failure by any Protected Account Users to comply with any of the Protected Account User Duties.

### 13. Limits

- 13.1 Notwithstanding any instructions that the Account Holder may hereafter give to BOC to increase or decrease the daily payment/transfer limit of the Account (subject always to a maximum transaction limit as BOC may determine from time to time at its absolute discretion), all transactions made through the Services are subject to BOC's daily payment/transfer limit, being the prescribed maximum daily cumulative amount for specific transactions (as BOC may determine from time to time at its absolute discretion) which are initiated through the Services and which for the avoidance of doubt, exclude fund transfers between the Account Holder's own accounts ("**BOC's Daily Transfer Limit**"). BOC's Daily Transfer Limit shall apply to all Account Holders that are registered to use the Services.

- 13.2 BOC may from time to time and at any time change or impose limit(s) on the amount of funds allowed for any transaction made through the Services over any specified period of time.

### 14. System failure and linked sites

- 14.1 The Account Holder may experience interruptions and difficulties accessing the Mobile Banking App and/or the Website and their respective contents from time to time. BOC does not represent or guarantee that the Mobile Banking App, the Website and their respective contents will be free from errors, viruses or interruptions. The Mobile Banking App, the Website and the Account Holder's ability to access either of their contents may be affected by outages, faults or delays. These may be caused by technical difficulties, the Account Holder's or a third party's software, equipment or systems, traffic, infrastructure failure or actions by third parties. BOC may also alter, interrupt, suspend or deny access to all or any part of the Mobile Banking App and/or the Website and their respective contents at any time for any reason BOC thinks fit, without any prior notice.

- 14.2 If the Mobile Banking App and/or the Website or any internet system experiences any breakdown or interruption, corruption of data or any other form of system failure resulting in the Account Holder not being able to use the Services (including without limitation any use of the E-Token and/or Security Codes) effectively, then, upon request from the Account Holder, BOC will on such occasion apply its discretion to use all reasonable endeavours to reinstate the Services as soon as reasonably practicable. BOC shall not be liable for any damage or loss the Account Holder may suffer as a result of such breakdown, interruption, corruption of data or any other form of system failure.

- 14.3 The Mobile Banking App and/or the Website may contain links or references to other websites. BOC is not responsible for the availability or content of any linked website and any links or references that are for the Account Holder's convenience and is not an endorsement by BOC of the other website, its contents or its owner/sponsor.

## **15. BOC's liability**

- 15.1 BOC does not warrant or guarantee the right to access and use the Mobile Banking App, the Website or the Services (including without limitation any use of the E-Token and/or Security Codes). All terms implied by law, except those that cannot be lawfully excluded, are excluded to the full extent permitted by any Applicable Laws.
- 15.2 Where it is not lawful to exclude conditions, warranties or rights implied or granted by any Applicable Laws, BOC's liability for any breach of such conditions, warranties or rights will (to the extent allowed by law) be limited to the supplying of the Services again or the payment of the cost of having the Services reinstated, as BOC may decide at its discretion.
- 15.3 BOC shall not be held responsible or liable for any data or information relating to the Account which the Account Holder downloaded as part of the Services. The Account Holder bears the risks of using such information. BOC makes no warranties as to the accuracy of such information.
- 15.4 BOC is not liable for any direct, indirect or consequential loss or expenses the Account Holder may suffer arising from:
- (a) the Mobile Banking App, the Website, their respective content, the Services (including without limitation any use of the E-Token and/or Security Codes) and/or BOC's computer systems, if the Account Holder should have been aware that the systems or equipment were/was unavailable for use or malfunctioning;
  - (b) any third party website linked to or referred to on the Website and/or the Mobile Banking App.
  - (c) improper usage or malfunction of any computer or mobile phone or other telecommunications equipment used to access the Services (including without limitation any use of the E-Token and/or Security Codes) or incompatibility thereof with BOC systems.
  - (d) any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside BOC's control.
- 15.5 BOC shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to the Account Holder for unsuccessful crediting or debiting of money through the use of the Services (including without limitation any use of the E-Token and/or Security Codes).

## **16. Modification, suspension, breaches and termination**

- 16.1 BOC is entitled to upgrade, modify, suspend or cancel the use of the Security Codes (including any user ID or password), E-Token or such other methods available to access the Services and/or to upgrade, modify, withdraw, restrict or suspend the Services (whether in whole or in part) and/or terminate the Services under these Online Terms at any time when BOC consider necessary or advisable to do so in its discretion without notice and BOC shall not be liable to the Account Holder for any loss or damage resulting from or in connection therewith.
- 16.2 The Account Holder may terminate the use of the Services and these Online Terms by giving BOC a completed Application Form indicating cancellation of the Services.

## **17. Changes of details**

- 17.1 The Account Holder may change any of the information provided to BOC in the Application Form by completing and submitting a new Application Form to BOC.

## TERMS AND CONDITIONS GOVERNING INTERNATIONAL REMITTANCES USING THE ELECTRONIC BANKING SERVICES

Unless otherwise defined, capitalised terms used herein shall bear the same meaning as that ascribed to them in the Terms and Conditions Governing Electronic Banking Services above.

An international remittance submitted by the Account Holder through the Services will be treated as an application to Bank of China Limited, Singapore Branch (“BOC”) to perform the international remittance, and the Account Holder agrees that these Terms and Conditions Governing International Remittances Using the Electronic Banking Services (these “Terms and Conditions”) will apply to his/her/its application and the international remittance.

These Terms and Conditions form a part of the Terms and Conditions Governing Electronic Banking Services.

### **A. General (Applicable to all International Remittances)**

1. The Account Holder represents and warrants that all information provided in the application, including but not limited to the beneficiary’s name, account number and beneficiary bank details, is true, complete and accurate and that BOC may rely on the information submitted.
2. The Account Holder agrees to provide more supporting information in relation to the application as and when required by BOC.
3. The Account Holder understands that any inaccurate, incomplete or false information given or any omission of information required, may at BOC’s discretion, render the application invalid and BOC may reject the application at any time, or may result in delays in the transmission or payment. The Account Holder shall be responsible for any loss arising as a result or in consequence of any inaccurate, incomplete or false information, rejected application or delays in the transmission or payment.
4. The Account Holder hereby consents on behalf of the beneficiary that BOC may collect, use, disclose and process the beneficiary’s personal data for the purpose of or in connection with the application/transaction, and he/she/it warrants that he/she/it has obtained the beneficiary’s prior consent to such collection, use disclosure and processing of his/her personal data by BOC.
5. The Account Holder hereby agrees to indemnify and absolve BOC of any liability arising out of any use and/or disclosure by BOC of any inaccurate, incomplete or false information due to his/her/its failure to update BOC promptly of any changes to the beneficiary’s personal data.
6. Payment of the transfer funds is subject to the rules and regulations of the country/region where payment is to be made. In view of the prevalence of exchange restrictions in some countries/regions, the liability of BOC with respect to the payment of the transfer funds shall not exceed in any case the extent to which payment is allowed in the currency in which the funds are to be made. BOC, its correspondents or agents or their employees accepts no responsibility for any delay or loss arising as a result or in consequence of any rule, regulation, exchange restriction or any other cause whatsoever.
7. BOC reserves the right to effect the remittance according to its customary practice, by any means and use any correspondent or agent as it deems fit. In no case shall BOC, its correspondent or agent or their respective employees be liable for mutilation or misinterpretation of the message of the remittance or interruptions, omissions, negligence, errors or delays in the transmission or payment or any other liabilities whatsoever.

8. BOC reserves the right to reject the application without assigning any reason.
9. The Account Holder irrevocably consents to BOC, its officers, employees, correspondents and agents to release and/or disclose any information relating to the Account Holder's account(s), the application (including all information provided thereon) and/or any transaction connected to the application as BOC shall deem appropriate for the purpose of processing the application/transaction and any investigation relating to the application or any transaction in connection therewith.
10. In case of a refund of the remittance amount, such refund shall be at BOC's discretion to make payment to the Account Holder based on the prevailing buying rate for the relevant currency of the funds less charges and expenses. Notwithstanding the currency of the amount of transfer, BOC, its correspondent or agent may refund in another currency if there is unavailability of funds in the relevant currency of the funds.
11. BOC reserves the right to revise all charges and amend or vary any or all of the terms and conditions herein at any time at its discretion without prior notice.
12. Neither BOC nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to erroneous or incomplete information having been given to BOC, or the unavailability of funds, or delays or faults of any kind in the transmission or due to the failure to locate or any error in identifying the beneficiary, or from any refusal or inability of BOC's correspondents or agents to effect payment by reason of any law, act or decree of any government, or from any misinterpretation of the contents or resulting from any other cause whatsoever beyond the control of BOC or any correspondents or agents.
13. In respect of any SMS or email notification provided by BOC in connection with a remittance, BOC shall not be liable for any loss or damage whatsoever due to any non-delivery, delayed delivery, misdirected delivery or non-receipt of any such SMS or email notification.
14. These Terms and Conditions are subject to the laws of Singapore and the Account Holder submits to the non-exclusive jurisdiction of the Courts of Singapore.
15. Unless expressly provided to the contrary, a person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Terms and Conditions. BOC's correspondents or agents may enforce any rights or benefits, or any indemnity, limitation or exclusion of liability, in these Terms and Conditions; and a person who is a permitted successor or assignee of the rights or benefits of these Terms and Conditions may enforce those rights or benefits. Notwithstanding any provisions to the contrary, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms and Conditions.

**B. Additional Terms and Conditions for Personal RMB Pre-Settlement Remittance Service**

16. The RMB Pre-Settlement remittance services are for overseas Chinese nationals to transfer money to China. However, the beneficiary's Chinese identity card no. is required during the application. Due to the regulation of the State Administration of Foreign Exchange in China (the "regulation"), there is an annual limit of US\$50,000 or its equivalent for individual's exchange settlement amount. The Account Holder shall ensure that the beneficiary fulfil the applicable laws and regulations before making the remittance application. If the remittance is refunded for any reason, the Account Holder agrees to bear all losses, charges, costs and expenses whatsoever due to such refund.