



## TERMS AND CONDITIONS GOVERNING ACCOUNTS

### PART H. TERMS AND CONDITIONS GOVERNING SMS ALERTS SERVICE

#### 1. Interpretation

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

“**SMS Alerts Service**” means the service under which BOC sends transactional SMS alerts (each an “**SMS Alert**”) to a mobile phone number nominated by an Account Holder and acceptable to BOC for receiving the SMS Alerts Service.

“**ATM**” and “**Debit Card**” have the same meanings as ascribed to them in Part I Specific Terms and Conditions Governing Debit Card.

“**Electronic Banking**” refers to the Electronic Banking Services provided by BOC pursuant to Part E Terms and Conditions Governing Electronic Banking Services (“**Part E**” or “**Online Terms**”).

“**Protected Account**” and “**Protected Account Holder**” have the same meanings as ascribed to them in the Online Terms.

“**Telebanking Services**” refers to the Telebanking Services provided by BOC pursuant to Part D Terms and Conditions Governing the Use of BOC’s Telebanking Services.

“**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. An Account Holder who (a) holds a BOC Current Account/SGD Savings Account/Future Savers Account/Multi-Currency Savings Account/Time Deposit Account, and/or such other Accounts as BOC may determine from time to time (collectively, “**enrolled Accounts**”); and (b) has nominated a mobile phone number acceptable to BOC, will be enrolled in the SMS Alerts Service.
3. An Account Holder whose Account is not enrolled in the SMS Alerts Service but who wishes to participate in the SMS Alerts Service may apply to BOC. Each such Account Holder acknowledges and agrees that his/her application for the SMS Alerts Service is subject to BOC’s approval at its absolute discretion and BOC reserves the right to refuse or terminate any request by him/her for the SMS Alerts Service at any time, without prior notice and without having to disclose any reason therefor and without any payment or compensation whatsoever.
4. Every SMS Alert is sent based on a set of pre-determined criteria decided by BOC. Account Holders are not allowed to amend, alter or modify the set of pre-determined criteria.
5. An SMS Alert will be sent if a transaction is of an amount equal to or greater than the alert threshold amount maintained with BOC.
6. For ATM cash withdrawals, the SMS Alerts Service is applicable for Current/SGD Savings/Future Savers/Multi-Currency Savings Accounts and such other enrolled

Accounts.

7. For transfers of funds via Electronic Banking and/or Telebanking Services, an SMS Alert will be sent by default for any transaction in any amount which is denominated in SGD and other foreign currencies (notwithstanding Clause 5 above). For security reasons, Account Holders who transfer funds via Electronic Banking and/or Telebanking Services will be automatically enrolled in the SMS Alerts Service with no opt-out option available to the Account Holders. When instructions to transfer funds via Electronic Banking and/or Telebanking Services are received by BOC, an SMS Alert will be sent to the Account Holder to inform the Account Holder that BOC has received such instruction.
8. A one-time SMS Alert will be sent by default for each successful set-up of GIRO payment instructions. No SMS Alert will be sent for recurring GIRO or Standing Instruction payments.
9. SMS Alert transaction notifications for a Protected Account

The SMS Alerts Service is the means of transaction notifications for a Protected Account. BOC will provide SMS Alert 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 transactions**”).

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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:
  - (a) Information that allows the Protected Account Holder to identify the Protected Account such as the Protected Account number;
  - (b) 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;
  - (c) 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;

- (d) Transaction amount;
  - (e) Transaction time and date;
  - (f) Transaction type; and
  - (g) If the transaction is for goods and services provided by a business, the trading name of the merchant for the transaction.
10. Account Holders shall contact BOC immediately if they receive an SMS Alert of an unauthorised transaction.
11. The Protected Account Holder shall make a police report if BOC requests such a report to be made to facilitate its claims investigation process.
12. Obligations of the Protected Account Holder in respect of Unauthorised Transactions
- 12.1 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.
- 12.2 Part E Clause [8] (Obligations of the Protected Account Holder in respect of Unauthorised Transactions) shall apply.
13. Reporting channels
- 13.1 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.
- 13.2 The reporting channels have the characteristics set out in Part E Clause [9] (Reporting channels).
14. Account Holders who do not wish to participate in the SMS Alerts Service can opt out of the said service by completing the opt-out form and returning the same to BOC. Account Holders that opt out of the SMS Alerts Service will not receive any SMS Alert for transactions made to or from their Accounts. For certain Accounts and transactions, the SMS Alerts Service is compulsory and Account Holders will not be permitted to opt out. Such Account Holders may wish to terminate the enrolled Account(s) instead.
15. Account Holders who subscribe to telecommunications services in countries outside Singapore may, subject to BOC's discretion whether to accept a mobile phone number, use their overseas mobile phone number for purposes of the SMS Alerts Service.
16. Account Holders shall ensure that their respective mobile phone number used to receive SMS Alerts is a 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 SMS Alerts both in Singapore and overseas. Account Holders shall be responsible for any and all costs, expenses, fees and charges imposed by their respective telecommunications service provider (whether in or outside Singapore).

17. In the use of the SMS Alerts Service, Account Holders may be further subject to the applicable terms and conditions of their agreement with their telecommunications service provider (whether in or outside Singapore). The ability of the service provider to support the service and the functionality of the mobile phone used by Account Holders may also affect the use of the SMS Alerts Service.
18. Each Account Holder shall be responsible for the accuracy and truthfulness of the data provided by him/her to BOC. The Account Holder shall be responsible for informing BOC of any changes in his/her particulars and shall immediately notify BOC of any changes to his/her mobile phone number.
19. For Joint Account Holders, the SMS Alerts will be delivered to the mobile phone number registered with BOC.
20. Each Account Holder hereby authorises BOC to send him/her SMS Alerts via the mobile phone number as provided by him/her in the Account Opening Form or other documents.
21. Each Account Holder acknowledges and accepts that each SMS Alert sent to the Account Holder is not encrypted and may include personal details and information of the Account Holder.
22. Each Account Holder shall be responsible for the security of his/her mobile phone used to receive SMS Alerts. BOC shall not be liable in any way to any party should any SMS Alert be viewed or assessed by persons other than the Account Holder.
23. Each Account Holder acknowledges and agrees that the sending of any SMS Alert by BOC or its receipt may be delayed or prevented by factors outside BOC's control.
24. Each Account Holder acknowledges and agrees that BOC does not warrant the quality, delivery, accuracy, security or confidentiality of the contents and shall not be responsible for any consequence in connection with the SMS Alerts Service.
25. BOC shall not be liable to Account Holders or anyone else for any losses or damages arising from the SMS Alerts Service including but not limited to:
  - (a) Non-delivery, delayed delivery, misdirected delivery or partial delivery of an SMS Alert;
  - (b) Non-receipt of an SMS Alert;
  - (c) Inaccurate contents of an SMS Alert;
  - (d) Access to the contents of an SMS Alert by any unauthorised persons; or
  - (e) Reliance on the content of an SMS Alert for any purposes including investment and business purpose.
26. An SMS Alert does not constitute a record for the enrolled Account or transaction of the enrolled Account. BOC does not assume any additional responsibility or obligation under these terms and conditions in respect of the use of, or any transaction or

eventuality involving, the enrolled Account.

27. The SMS Alerts Service does not free Account Holders from the responsibility of safeguarding the security and authorised use of the enrolled Account and does not entail that BOC will automatically be liable for any unauthorised transaction that may be charged to the enrolled Account.
28. BOC will cease to provide the SMS Alerts Service:
  - (a) If these terms and conditions are not complied with;
  - (b) If the relevant enrolled Account is closed;
  - (c) Upon the death or contractual incapacity of an Account Holder;
  - (d) Upon written request of an Account Holder;
  - (e) In the event of improper operation of the enrolled Account by the Account Holder; or
  - (f) At its own discretion.
29. Each Account Holder acknowledges and agrees that BOC shall be entitled to amend, vary or supplement these terms and conditions at its sole discretion from time to time.
30. BOC shall always be entitled to prescribe further methods for the use of the SMS Alerts Service as well as the channel for provision or use of the SMS Alerts Service, as BOC deems appropriate.
31. BOC reserves the right to terminate the SMS Alert Service or begin charging a fee for such a service by giving one month's prior written notice to Account Holders.
32. Each Account Holder acknowledges and agrees that the decision of BOC on all matters relating to the SMS Alerts Service is final, conclusive and binding on the Account Holder and no correspondence will be entertained.
33. These terms and conditions shall be governed by and construed in accordance with Singapore law and each Account Holder irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.