f) (If applicable) Where any Security Codes are applicable to the Protected Account:
   i) How the Protected Account Holder or any Protected Account User recorded the Security Codes; and
   ii) 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.

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

6. Reporting channels

6.1 All notifications and/or reports to BOC required under these Additional 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's Main Branch or sub-branches personally.

6.2 The reporting channels have the following characteristics:

a) The contact number is a manned phone line and is available 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 will receive a written acknowledgement of the report through email.
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.

7. Assessment and investigation of a claim in respect of a Protected Account

7.1 BOC will assess any claim made by any Protected Account Holder in relation to any unauthorised transaction covered in clause 8 (*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.

7.2 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.

7.3 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 clause 2.2 above a written or oral report of the investigation outcome and its assessment of the Protected Account Holder's liability in accordance with clause 8 (*Protected Account Holder's liability for unauthorised transactions in respect of Protected Account*) below. BOC will seek acknowledgement (which need not be an agreement) from that Protected Account Holder of the investigation report.

7.4 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 clause 7.3 above.

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

8.1 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 8.1 is capped at any applicable transaction limit or daily payment/transfer limit that the Account Holder and BOC have agreed to.

8.2 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.

8.3 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.

8.4 Any action or omission by BOC in clause 8.3 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 MAS on BOC in respect of its provision of any financial service; and
c) Non-compliance by BOC with any Protected Account Bank Duties.

8.5 The Protected Account Holder is not liable for any loss arising from an unauthorised transaction that does not exceed $1,000, if the loss arises from any action or omission by any third party not referred to in clause 8.4 above and does not arise from any failure by any Protected Account Users to comply with any of the Protected Account User Duties.

中國銀行 新加坡分行
BANK OF CHINA SINGAPORE BRANCH

Bank of China Singapore Branch

24-Hour Customer Service Hotline **1800 338 5335**

or visit **www.bankofchina.com/sg**

Bank of China Limited (Incorporated in China)

Co Reg S36FC0753G

07/2019

ADDITIONAL TERMS AND CONDITIONS FOR PROTECTED ACCOUNTS AND PROTECTED ACCOUNT HOLDERS

Unless otherwise defined in these Additional Terms and Conditions for Protected Accounts and Protected Account Holders ("**Additional Terms**"), terms defined in the BOC MoneyPlus Terms and Conditions above shall have the same meanings when used in these Additional Terms.

The Monetary Authority of Singapore ("**MAS**") has issued the E-Payments User Protection Guidelines ("**Guidelines**") with the aim of establishing a common baseline protection to individuals or sole proprietors from losses arising from isolated unauthorised or erroneous transactions from the protected accounts of these account holders. As all MoneyPlus accounts are Protected Accounts (as defined below) and all MoneyPlus customers are Protected Account Holders (as defined below), these Additional Terms shall apply.

These Additional Terms form a part of the BOC MoneyPlus Terms and Conditions.

1. Definitions

1.1 The following words when used have the following meanings respectively set out below:

"**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.

"**Electronic Banking Services**" or "**Services**" means the (i) online banking services, (ii) Mobile Banking App services, (iii) other services which BOC provides or makes available from time to time to the Account Holder under the Terms and Conditions Governing Electronic Banking Services (Online Terms) (including without limitation the transmission of instructions to the Bank, funds transfer and where the context requires, any E-Token or Security Code used to access the Services), and (iv) other Electronic Services which BOC provides under the BOC MoneyPlus Terms and Conditions. Some Services are only available to Corporate Account Customers.

"**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. MoneyPlus is a type of personalised facility.

"**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:

a) The placing, transferring or withdrawing of money for the purposes of making payment for goods or services; and
b) The placing, transferring or withdrawing of money for any other purpose.

"**Protected Account**" means any Payment Account that:

a) Is held in the name of one or more persons, all of whom are either individuals or sole proprietors;
b) 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
c) Is capable of being used for electronic payment transactions.

A MoneyPlus account is a Protected Account.

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

a) To inform Protected Account Holders of the Protected Account User Duties and the Protected Account Bank Duties;
b) To provide transaction notifications, as set out in clause 4 (*Transaction notifications for Protected Account*);
c) To comply with a Protected Account Holder's transaction notification preferences and explain the effects of the transaction notification preferences, as set out in clauses 2.2 to 2.5;
d) To provide recipient credential information as set out in clause 3 (Transactions/ verification of instructions)
e) To provide reporting channels, as set out in clause 6 (*Reporting channels*);
f) To assess claims and complete claims investigation, as set out in clause 7 (*Assessment and investigation of a claim in respect of a Protected Account*); and

g) To credit a Protected Account, as set out in clause 7.4.

"**Protected Account Holder**" means any Account Holder (who must be an individual or a sole proprietor) of a Protected Account. A MoneyPlus customer is a Protected Account Holder.

"**Protected Account User**" means (i) any Protected Account Holder; or (ii) any person (who must be an individual) who is authorised by BOC and any Protected Account Holder, to initiate, execute or both initiate and execute payment transactions using the Protected Account.

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

a) Protected Account Holder to provide contact information, opt to receive all outgoing transaction notifications and monitor notifications, as set out in clauses 2.2 to 2.5;
b) Protected Account Users to protect Security Codes, as set out in clauses 2.6 and clause 2.7;
c) Protected Account Users to protect access to Protected Accounts, as set out in clauses 2.1 and clause 2.8;
d) Protected Account Holder to report unauthorised transactions, as set out in clause 5.1;
e) Protected Account Holder to provide information on unauthorised transaction, as set out in clause 5.2; and
f) Protected Account Holder to make police report, as set out in clause 5.3.

"**Security Codes**" 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.

"**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. Obligations of Protected Account Holder and Protected Account User in respect of security and to receive and monitor transaction notifications

2.1 The Protected Account Holder and/or Protected Account User shall at the minimum do the following where a device is used to access the Protected Account:

a) The Protected Account User is responsible for ensuring that the computer, mobile phone or device used to access the Services has a proper security system, including:
   i) 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
   ii) Installing and maintaining the latest anti-virus, anti-spyware and firewall software or measures.
b) The Protected Account User 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 User accesses the Services through broadband connections, telecommunications connections, digital subscriber lines or cable modems or public systems over which BOC has no control.
c) In respect of a Protected Account User's user ID and password, the Protected Account User must select a user ID that is a 6 to 20 character alphanumeric code and a strong password that:
   i) Has 8 to 20 characters and uses a mixture of letters, numbers and symbols;
   ii) Has no obvious connection to the Protected Account User's name, address, birth date, telephone number, driver's licence number, or other personal information;
   iii) Is not an obvious sequence of letters or numbers or symbols (for example: 7654321, abcdefg, or aaaaaaa);
   iv) Should not have been used for another website, application or services; and
   v) Should be changed on a periodic basis.

2.2 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 Protected Account Holder may opt to receive transaction notifications via SMS (under the BOC Alert Service in accordance with clause 19 (*BOC Alert Service*) of the BOC MoneyPlus Terms and Conditions) 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 Protected Account Holder will have to submit a BOC SMS Transaction Alert Service Form to BOC.

2.3 To receive transaction notifications by SMS, the Protected Account Holder shall provide the Protected Account Holder's Singapore mobile phone number (which must be complete and accurate) to BOC.

2.4 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 (set by the Protected Account Holder) 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.

2.5 Where the Protected Account Holder selects a preferred threshold amount (other than S$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 clause 8 (*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 form to BOC.

2.6 The Protected Account User 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; and
c) Not keep a record of any Security Codes in a way that allows any third party to easily misuse the Security Codes.

2.7 If the Protected Account User keeps a record of any Security Codes, he 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 user; and
b) Keeping the record in a place where the record is unlikely to be found by a third party.

2.8 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.

3. Transactions/verification of instructions

3.1 Where instructions for 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 transaction and recipient credentials before BOC executes any authorised transaction.

3.2 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; and
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.
d) A warning to ask the account user to check the information before executing the payment transaction.

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

4. Transaction notifications for Protected Account

4.1 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.
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 that meets the deadline in clause 4b) 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.
   i) Information that allows the Protected Account Holder to identify the Protected Account such as the Protected Account number;
   ii) 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;
   iii) 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;
   iv) Transaction amount;
   v) Transaction time and date;
   vi) Transaction type; and
   vii) Name of the merchant and where possible, the merchant's reference number for the transaction.

5. Obligations of the Protected Account Holder in respect of Unauthorised Transactions

5.1 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 clause 6 (*Reporting channels*) below.

5.2 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) (If applicable) 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, or (if applicable) E-Token or Security Codes, were lost, stolen or misused and if so:
   i) The date and time of the loss or misuse,
   ii) The date and time that the loss or misuse, was reported to BOC, and
   iii) The date, time and method that the loss or misuse, was reported to the police;