

## Terms and Conditions Governing BOC Electronic Statement Facility

The Terms and Conditions shall apply to (a) each Account Holder (as defined in the Terms and Conditions Governing Accounts); (b) each Cardmember (as defined in the BOC Cardmember Agreement); (c) each MoneyPlus account holder (as defined in the BOC MoneyPlus Terms and Conditions), and governs his/her use of the eStatement Facility (as defined below).

1. For purposes of the Terms and Conditions herein, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

**“User”, “you” and “your”** means a user of the BOC Electronic Statement Facility, being an Account Holder, a Cardmember or a MoneyPlus account holder, and where the context so permits, include(s) the successor(s), trustee(s) in bankruptcy, or the Authorised Person(s);

**“BOC”, “we”, “our” and “us”** means Bank of China Limited, Singapore Branch and its successor(s) and assign(s);

**“eStatement”** is an electronic version of the User’s account(s) statement(s) in Adobe PDF format that can be retrieved from BOC Personal Online Banking/ Personal Mobile Banking, or sent to your registered email address with BOC (as the case may be);

**“eStatement Facility”** means the BOC Electronic Statement facility wherein Users may perform online viewing of his/her statements of Account(s) and where applicable, transaction records, confirmations or advices in an electronic form, which may be accessed through BOC’s Electronic Services and/or such other channel(s) as BOC may designate from time to time;

**“Electronic Services”** means the following:  
(a) online banking services;  
(b) Mobile Banking App services; and  
(c) Other services which BOC provides or makes available from time to time to the User under Part E of BOC’s Terms and Conditions Governing Accounts relating to electronic banking services (including but not limited to the transmission of instructions to BOC, funds transfer, bill payments and international remittances);

**“Facility” and “Facilities”** refer to any loan, credit, trading or other facility/facilities which BOC may extend to the User from time to time;

**“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 may access mobile banking services;

**“Services”** means all accounts, Facilities, banking services and/or products provided by BOC to the Account Holder under these Terms and Conditions;

**“Terms and Conditions”** means the terms and conditions governing the eStatement Facility set out herein as varied or supplemented from time to time;

**“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 from time to time at BOC’s sole discretion.

2. The Terms and Conditions supplement, are additional to and are to be read together with:  
(a) Terms and Conditions Governing Accounts, Part E. Terms and Conditions Governing Electronic Banking Services;

- (b) all terms and conditions governing the Facilities in respect of which the eStatements are issued or generated, other facilities, benefits or services that BOC may from time to time make available to you in connection with the eStatement Facility, including but not limited to the following:
    - (i) in the case of an Account Holder, the Terms and Conditions Governing Accounts;
    - (ii) in the case of a Cardmember, the BOC Cardmember Agreement;
    - (iii) in the case of a Moneyplus account holder, the BOC MoneyPlus Terms and Conditions;
  - (c) the terms and conditions governing the specific product or service offered by us alone or by us together with third parties; and
  - (d) all laws, rules, regulations and official issuances applicable to the eStatement Facility, now existing or which may hereinafter be enacted, issued or enforced,
- collectively, the “**Other Terms**”. In the event of any conflict or inconsistency between these Terms and Conditions and the Other Terms, these Terms and Conditions shall prevail to the extent they relate to the eStatement Facility.
3. Enrolment in the Electronic Services is a condition to using the eStatement Facility. Notwithstanding anything contained in the foregoing, the Account Holder shall, save where the bank accounts of the Account Holder are:
    - (a) passbook account(s);
    - (b) bank account(s) where no statements of account (whether paper-based or otherwise) are provided by BOC in relation to such bank account(s); or
    - (c) bank account(s) which BOC deems not to be eligible for the eStatement Facility,
 apply to enrol in the eStatement Facility in such manner as may be prescribed by BOC.
  4. In the case of a joint account, any or all of the joint account holders may apply to enrol in the eStatement Facility and where any one or more but not all of the joint account holders has/have made such application, the application shall be deemed to be made severally and jointly by all of the joint account holders, whether or not each of the joint account holders is aware of the application. BOC shall have absolute discretion to decline any application for enrolment in the eStatement Facility without giving any reason or prior notice.
  5. Upon enrolment of the User, confirmations and advices may cease to be generated and issued to the Users by the date of the next eStatement or on such date as may be decided by BOC at its sole discretion.
  6. Notwithstanding anything contained in Clause 3 above, BOC shall have absolute discretion to make available to the User or to vary, modify, restrict, withdraw, cancel, suspend or discontinue from time to time and at any time, the eStatement Facility or use thereof by the User on such terms as BOC may notify User, including automatically enrolling the User into the eStatement Service Facility, without giving any reason or prior notice.
  7. The date of the eStatement (as determined by BOC at its absolute discretion) being on or about the date on which the User’s eStatement is made available to the User shall be deemed to be the date of delivery to and date of receipt by the User of the eStatement.
  8. eStatements shall remain available for access and viewing:
    - (a) by an Account Holder, for a period of up to three (3) years from the date of the relevant eStatement; and
    - (b) by a Cardmember or a MoneyPlus account holder, for a period of up to one (1) year from the date of the relevant eStatement,
 or such period as BOC may at its sole discretion determine without giving any prior notice, PROVIDED FURTHER that BOC shall not be obligated to generate or maintain past eStatements prior to the User’s successful enrolment in the eStatement Facility.
  9. In some circumstances or upon the occurrence of certain events as determined by BOC, BOC may send or continue to send to the User paper-based statements of account, transaction records, confirmations or advices to the User’s last known or recorded mailing address. The User shall accept and view the

statements of account, transaction records, confirmations or advices and to make payment in a timely manner.

10. The User understands and accepts that certain transactions performed on or before the statement date in question may not be posted and provided in the eStatement as a result of system delay, network failure and/or technical fault. The User shall not in any way hold BOC responsible for such omission(s) or for any loss incurred, sustained or suffered by the User or any other person in reliance thereon.
11. BOC shall not be liable if the User is unable to access the eStatement Facility and if some or all of the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other cause that is beyond BOC's control.
12. The User shall ensure that the User's eStatement Facility is not accessed by any unauthorized third party. BOC does not warrant now and hereinafter the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable Internet service provider, network system or such other equivalent system in any jurisdiction via the eStatement Facility and the User shall not in any way hold BOC responsible for any losses incurred, sustained or suffered by the User or any other person as a result thereof.
13. The User shall access the eStatement Facility, examine his/her eStatements and make payments in a timely and responsible manner. If there is any delay or failure in the delivery of the eStatement or any omission or error or discrepancy contained in the eStatement, the User shall promptly notify BOC's customer service executives at the following telephone number: 1800 669 5566 (for Account Holders) or 1800 338 5335 (for Cardmembers / MoneyPlus account holders), or such other contact number as may be updated by BOC from time to time, or in writing. Such notification should be given by the User to BOC:
  - (a) in the case of an Account Holder, within fourteen (14) days; or
  - (b) in the case of a Cardmember / MoneyPlus account holder, within ten (10) days.from the date of the relevant eStatement.
14. In the event that BOC is not notified by the User in accordance with Clause 13, the particulars, details and information contained in the eStatement shall be binding on and conclusive evidence against the User of such particulars, details and information and the User shall be deemed to have waived all rights to raise objections or pursue any remedies against BOC in respect thereof.
15. BOC shall not be liable for any error in any eStatement and BOC shall be free from all claims in respect of the Account and the contents of the eStatement. BOC shall have the right (but not the obligation) to alter, vary, modify, amend, rectify, correct, cancel, supplement or replace from time to time and at any time without any prior notice, any or all of the contents of any eStatement and such eStatement so altered, varied, modified, amended, rectified, corrected, cancelled, supplemented or replaced shall upon being made available to the Account Holder, be binding on the Account Holder.
16. In the event that there is any overpayment howsoever arising from any omission or error in the eStatement or otherwise or from any delay or failure in the delivery of any eStatement, BOC reserves the right to demand refund and/or debit any account.
17. Termination of use of the eStatement Facility may be effected by the User (and in the case of a joint account, by any holder of the joint account, whether or not all of the joint account holders are aware of the request for cancellation) by submitting to BOC at any of BOC's branches the necessary documentation as required by BOC. BOC shall have the absolute discretion to approve or decline at such time as it deems fit any request by the User to cancel the eStatement Facility. Such cancellation shall not affect any rights or obligations accrued prior to the effective date of cancellation.
18. Where BOC has not given prior notice in respect of cancellation, suspension or discontinuation of use of the eStatement Facility by the User, BOC shall as soon as practicable give notice to the User of such cancellation, suspension or discontinuation by one or more such notification method(s) as BOC may elect in accordance with Clause 23 below.

19. Upon termination of the eStatement Facility, BOC shall as soon as practicable generate and send paper-based statements of account, transaction records, confirmations or advices to the User's last known mailing address that is kept in BOC's records. Notwithstanding the foregoing and cancellation of the eStatement Facility, eStatements may continue to be sent to the User until such time as BOC in its sole discretion processes the User's request to cancel the eStatement Facility.
20. Notwithstanding anything to the contrary, save in the case of our fraud, gross negligence or wilful misconduct, BOC shall not be held responsible for any loss, claim, demand, actions, proceedings, award, damages, liability, fee, charge, expense or costs (including all legal costs) whatsoever and howsoever arising and incurred, sustained or suffered by the User in relation to or in connection with the eStatement Facility.
21. The User undertakes to keep BOC and each of its officers, employees, agents, advisers and independent contractors (the "**Indemnified Parties**") harmless from and indemnify and keep BOC and each of the Indemnified Parties indemnified against all claims, demands, actions, proceedings, liabilities, damages, awards, losses, fees, charges, expenses and costs (including all legal costs on a full indemnity basis) whatsoever and howsoever arising and incurred, sustained or suffered by an Indemnified Party in relation to or in connection with (a) the User's use of the eStatement Facility or (b) these Terms and Conditions.
22. BOC may at any time at its sole and absolute discretion and upon notice to the User,
  - (a) impose fees for your use of the eStatement Facility; or
  - (b) amend, vary, modify, revise, cancel or supplement any provision of the Terms and Conditions.Such change shall come into full force and effect from the date specified in the notice and in the event where no effective date is specified, such change shall come into full force and effect thirty (30) calendar days from the date of the notice.
23. BOC may notify the User of any change to the Terms and Conditions using any one or more of the following notification methods:
  - (a) publishing such changes in the statement of account, whether paper-based or electronic, to be made available to the User;
  - (b) publishing such changes through BOC's Electronic Banking Services;
  - (c) displaying such changes at BOC's branches or automated teller machines;
  - (d) posting such changes on the Website; or
  - (e) electronic mail or letter to the User's last known electronic mail address or mailing address respectively.
24. By using the eStatement Facility after the implementation of any fees or any modification or change has been effected to the Terms and Conditions ("**Changes**"), the User is deemed to have agreed to such Changes without reservation. If you do not accept the Changes, you must stop accessing or using the eStatement Facility and terminate your access and use of the eStatement Facility immediately.
25. A person who is not a party to the Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy the benefit or to enforce any provision of the Terms and Conditions.
26. The Terms and Conditions and any non-contractual obligations arising out of or in connection with the Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore and the User irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Singapore.