



Terms and Conditions for the BOC PayNow QR Service

A. Introduction

1. These terms and conditions ("**Terms**") apply to and regulate your use of the BOC PayNow QR Service provided by Bank of China Limited, Singapore Branch ("**BOC**" or the "**Bank**"), which allows you to send or request payments through the BOC Mobile Banking App via the use of a unique two-dimensional barcode generated by the Bank ("**QR Code**") for the purpose of identifying the intended recipient ("**Recipient**") of the funds to be transferred.
2. The BOC PayNow QR Service is provided as part of the Bank's Electronic Banking Services, and accordingly, these Terms supplement, are in addition to and shall be read in conjunction with the Bank's General Terms and Conditions Governing Accounts, the Terms and Conditions Governing Electronic Banking Services, the Terms and Conditions Governing the BOC PayNow Service and such other terms and conditions as may be expressly stated in these Terms. Unless otherwise defined herein, capitalised terms and expressions shall, unless the context otherwise requires, have the same meanings given to them in the General Terms and Conditions Governing Accounts, the Terms and Conditions Governing Electronic Banking Services or the Terms and Conditions Governing the BOC PayNow Service (as applicable). In the event of any conflict or inconsistency, these Terms shall prevail in relation to any matter concerning the BOC PayNow QR Service to the extent of such conflict or inconsistency.
3. You must accept and agree to these Terms before you are able to use the BOC PayNow QR Service. If you do not accept these Terms, please stop accessing or using the BOC PayNow QR Service.
4. You acknowledge and agree that in order to use the BOC PayNow QR Service, you will need to:
 - a. be a customer of the Bank and a valid user of our Personal Mobile Banking service;
 - b. have the Mobile Banking App installed on your mobile device; and
 - c. comply with these Terms, including any amendments thereto that the Bank may in our discretion make from time to time.
5. You may request (each, a "**Transaction Request**") for the following types of transactions ("**QR Transactions**") to be carried out via the BOC PayNow QR Service:
 - a. PayNow QR Code payments at participating merchants in Singapore ("**PayNow QR Code Transactions**"); and
 - b. Peer-to-peer payments where the Recipient is identified through his or her personalised QR Code ("**P2P QR Transactions**"). You may either:
 - i. request (as a "**Payer**") to initiate a P2P QR Transaction via the Mobile Banking App, by scanning or uploading the QR Code of a Payee who has registered their mobile number as a Proxy under PayNow with BOC or any other PayNow participating bank; or
 - ii. request (as a "**Payee**") for the Bank to generate via the Mobile Banking App, a personalised QR Code for you in order to request and receive funds transfers from third party Payers without revealing your account number, mobile number and/or other personal details.

B. PayNow QR Code Transactions

6. If you wish to initiate a PayNow QR Code Transaction, you may do so by initiating a Transaction Request through the Mobile Banking App by using your mobile device to scan the PayNow QR Code on a participating merchant's Terminal in accordance with the instructions displayed on the Mobile Banking App.
7. If the PayNow QR Code scanned on your mobile device corresponds to the PayNow QR Code generated by the Bank for such participating merchant, you will be shown the name of the merchant and details of the BOC Account from which you may make the PayNow QR Code Transaction via a display on the Mobile Banking App.
8. In order to submit the Transaction Request, you will be required to select the BOC Account from which you wish to make the PayNow QR Code Transaction and to follow such further steps prescribed by the Mobile Banking App.
9. Before submitting a Transaction Request, you are responsible for checking the name of the merchant displayed on the Mobile Banking App and for ensuring that the relevant merchant is the intended Recipient of the funds to be transferred. By submitting such Transaction Request, you agree that the amount entered by you in your Transaction Request and/or the information transmitted by you via the PayNow QR Code is correct and the Bank shall be under no obligation whatsoever to verify the amount paid and/or the information transmitted.
10. In the event of any dispute between a customer and a merchant (such as a dispute over the amount paid due to an error by either the customer or the merchant), such dispute shall be resolved directly between such customer and merchant, and the Bank shall not be obliged to revoke and/or reverse any successful PayNow QR Code Transaction made in connection with such dispute. The Bank shall not be responsible for any disputes arising between a customer and a merchant, including disputes relating to any provision of goods and/or services, any wrongful or mis-communication between the customer and the merchant, or any erroneous, fraudulent or unauthorised payment.

C. P2P QR Transactions

For Payer

11. P2P QR Transactions may only be made to Payees who have registered their Mobile Numbers as a Proxy under PayNow with BOC or any other PayNow participating bank.
12. If you wish to initiate a P2P QR Transaction to Payee, you may do so by initiating a Transaction Request through the Mobile Banking App by using your mobile device to scan the personalised QR Code shared with you by the intended Payee in accordance with the instructions displayed on your Mobile Banking App.
13. If the QR code scanned on your mobile device corresponds to the QR Code generated by the relevant PayNow participating bank for such Payee, you will be shown (via display on the relevant screen on the Mobile Banking App):
 - a. A nickname corresponding to the QR Code registered by the relevant Payee (for the purposes of receiving payments via PayNow) ("**Nickname**"); and
 - b. Details of the BOC Account from which you may make the P2P QR Transaction.



In order to submit the Transaction Request, you will be required to select the BOC Account from which you wish to make the P2P QR Transaction and to follow such further steps prescribed by the Mobile Banking App.

14. Before submitting a Transaction Request, you are responsible for checking the Nickname displayed on the Mobile Banking App and for ensuring that the registrant of such Nickname is the intended Recipient of the funds to be transferred. By submitting such Transaction Request, you agree that the amount entered by you in your Transaction Request and/or the information transmitted by you via the QR Code is correct and the Bank shall be under no obligation whatsoever to verify the amount paid and/or the information transmitted.

For Payee

15. You can only request for and receive payments via a P2P QR Transaction if you have registered your Mobile Number as a Proxy under the BOC PayNow Service. If your Mobile Number is not registered or has been de-registered as a Proxy under the BOC PayNow Service, you will not be able to request for or receive payments via P2P QR Transactions.

Once you have registered your Mobile Number as a Proxy under the BOC PayNow Service, if you wish to generate a personalised QR code for the purposes of requesting funds to be transferred to you through the BOC PayNow QR Service, you may do so through the Mobile Banking App by following the instructions prescribed by the Mobile Banking App.

16. Once successful, your personalised QR Code will be generated and displayed to you on the relevant screen on the Mobile Banking App.
17. Each personalised QR Code will be valid for a period of up to 30 calendar days, and can be saved in your mobile device by following the instructions prescribed by the Mobile Banking App.
18. In order to share such QR Code for the purposes of allowing a Payer to make a payment to you via a P2P QR Transaction, you will be required to follow the instructions prescribed by the Mobile Banking App to select your preferred mode of sharing your QR Code.

D. General

19. You acknowledge and agree that, for the purposes of the BOC PayNow QR Service, the Mobile Banking App will be accessing your data (including information relating to your BOC Account and your Mobile Number), and you hereby consent to the Bank accessing and using such information for the provision of the BOC PayNow QR Service.
20. You understand the need to protect your mobile device and shall be responsible for all use of your mobile device (whether authorised by you or otherwise) to access the BOC PayNow QR Service. You acknowledge and agree that you shall be responsible for all QR Transactions carried out through your mobile device, and that the Bank shall not be liable in any manner for any such QR Transactions.
21. The Bank and our officers, employees and agents shall not be liable for any inconvenience, loss, cost, damage or injury suffered (whether directly or indirectly) by you or any other person in relation to the provision of the BOC PayNow QR Service, including but not limited to:



- a. our compliance with any instruction given or purported to be given by you relating to a QR Transaction, including the processing of any Transaction Request;
 - b. any erroneous transfer of funds by you, including any transfer of funds to the wrong QR Code, wrong recipient or wrong third party;
 - c. any improper or unauthorised use of the BOC PayNow QR Service by you or any other person, including any use of your Mobile Banking App by a third party (whether authorised by you or otherwise);
 - d. any negligent act, misconduct or breach of these Terms on your part;
 - e. any failure, delay, error or non-transmission of funds (a) to you as a Payee of a QR Transaction or (b) to any Recipient of any QR Transaction that you may undertake, including in cases where such failure, delay, error or non-transmission of funds is due to your BOC Account being closed, frozen or inaccessible for any reason or where an inaccurate QR Code has been provided to the relevant payer of such funds;
 - f. any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of BOC or any third party through which a QR Transaction is made; and/or
 - g. any governmental powers, force majeure, war, strikes, sabotage, computer breakdown or any other causes beyond our control or any event which makes it impossible or impracticable for us to perform our obligations in respect of any instruction submitted by you to us or where we are required to act in accordance with the laws and regulations in Singapore or any jurisdiction which relate to the prevention of money laundering, terrorist financing, bribery or the provision of any services to any persons which may be subject to sanctions.
22. Without prejudice to the foregoing, we shall not be responsible in any way for any indirect, special or consequential loss, damage, cost, expense or liability suffered or incurred by you or any other party, howsoever caused.
23. You agree to indemnify us and our officers, employees and agents against all claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expenses of any kind (including without limitation, legal costs on a full indemnity basis), whether foreseeable or otherwise, which we or a third party may incur or be subject to in connection with the provision of the BOC PayNow QR Service to you (including but not limited to your negligence, misconduct or breach of any of these Terms).
17. You agree that we shall be entitled to impose fees and charges for providing the BOC PayNow QR Service to you and revise such fees and charges from time to time by providing you with 30 days' prior notice. Your utilisation of the BOC PayNow QR Service will be deemed to be an agreement to and acceptance of any fees and charges imposed or any such revision to these fees and charges.
18. You acknowledge that the Bank has the right to change, restrict, vary, suspend or modify these Terms by providing you with 30 days' prior notice in such manner as we deem fit.
19. Unless expressly provided to the contrary in these Terms, a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce or enjoy the benefit of any term in these Terms.
20. These Terms shall be governed by and construed in accordance with Singapore law, and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.