

Terms and Conditions Governing the BOC Enterprise Resource Planning Integration Service

1. Enterprise Resource Planning Integration Service

1.1 These terms and conditions (the “**Terms**”) shall govern the use of the Enterprise Resource Planning Integration Service (the “**Service**”) provided by Bank of China Limited, Singapore Branch (“**BOC**” or “**Bank**”). These Terms are to be read in conjunction with the General Terms and Conditions Governing Accounts, the Terms and Conditions Governing Electronic Banking Services (collectively, the “**GTC**”) and such other terms and conditions as may be expressly stated in these Terms. In the event of any inconsistency between these Terms and any other terms in relation to the Service, these Terms shall prevail to the extent of such inconsistency. Unless otherwise defined, capitalised terms used herein shall bear the same meaning as that ascribed to them in the GTC.

1.2 The Service is an online banking solution which enables corporate customers holding a bank account (the “**Account**”) with the Bank (the “**Account Holders**” and each, an “**Account Holder**”) to directly connect their Enterprise Resource Planning (ERP) systems with the Bank’s host system to facilitate secure transmissions of payment instructions and transfers of account information (the “**Transactions**”).

1.3 Relevant Service details may be set out in the Bank’s user’s reference, file format guide and/or manual (whether in physical or electronic form), which the Bank may amend or supplement from time to time (collectively, the “**User Guides**”). Types of Transactions available under the Service shall be as notified by the Bank to the Account Holder in the User Guides from time to time.

1.4 By applying for the Service, the Account Holder confirms that it has read, understood and agrees to be bound by these Terms.

Account Holder’s Responsibilities

2.1 The Account Holder acknowledges and agrees that:

- (a) it will not use the Service for any purpose other than for the Transactions;
- (b) its use of the Service will be in compliance with all applicable laws; and
- (c) it shall comply with the User Guides at all times.

2.2 The Account Holder shall obtain and maintain (at its cost) computer and other equipment, software, facilities, encryption (e.g. Pretty Good Privacy (PGP)), systems and connections

(including relevant communications connections) compatible with use of the Service. The Account Holder shall be responsible for all telephone, internet, service and other charges associated therewith.

2.3 Once the Account Holder's systems and connections have been determined by the Bank to be compatible with use of the Service, the Account Holder shall obtain a digital certificate from the Bank (the "**Digital Certificate**") and perform the necessary encryption keys exchanges with the Bank in order to use the Service.

2.4 The Digital Certificate shall be subject to annual renewal by the Bank, and the Account Holder and shall (at its cost) promptly arrange for its systems and connections to undergo such tests as may be required by the Bank following the issue of the Digital Certificate, and make such upgrades, changes and/or improvements as the Bank may require for continued use of the Service.

2.5 The Account Holder shall keep the Digital Certificate and all information relating to the Service secure and confidential, including taking all reasonable steps to detect and prevent any unauthorised entry of data, computer or system virus interference or software corrupting device, and shall ensure that only persons authorised by it are allowed to access and use the Digital Certificate and all such information. In the event that the Digital Certificate or any information relating to the Service is corrupted, lost or stolen or if any unauthorised person has accessed and/or used the Digital Certificate or any such information, the Account Holder shall notify the Bank immediately.

2.6 The Account Holder acknowledges and agrees that the Digital Certificate and any documentation relating to the Service (including the User Guides) provided by the Bank to the Account Holder shall remain the exclusive property of the Bank at all times, and the Account Holder shall use the Digital Certificate and such documentation only for the purposes of or in connection with the Service.

3. ERP Users / Passwords

3.1 For the purpose of these Terms:

- (a) "**ERP User**" shall refer to one or more authorised representative(s) of the Account Holder designated by the Account Holder as a user of or to gain access to the Service; and
- (b) "**Password**" shall refer to one or more means approved by the Bank to authenticate an ERP User, and may include without limitation any Security Code, digital signature, identification

3.2 Each ERP User (as identified by a Password) shall have the authority (whether alone or collectively) to act for and on behalf of the Account Holder in operating the Accounts and/or giving instructions to the Bank (the “**Instructions**”) under or in relation to the Service, including without limitation making withdrawals or transfers of funds within pre-set limits. All Instructions provided to the Bank by an ERP User within the scope of his/her authority as set out in the registration form relating to the Service submitted by the Account Holder and received by the Bank (the “**Registration Form**”) shall be conclusive and binding on the Account Holder.

3.3 The Account Holder’s initial Password assigned by the Bank shall be sent to the Account Holder by post and/or electronic mail at its risk. The Account Holder remains responsible to immediately change such Password.

3.4 The Account Holder shall be responsible for all Passwords provided to it, and agrees to keep all Passwords secure and confidential and to ensure that no persons other than an ERP User or the Account Holder’s authorised representatives shall have access to the same. If the Account Holder knows or suspects that a Password has been compromised, lost or stolen or that any unauthorised person has accessed and/or used a Password, the Account Holder shall notify the Bank immediately. The Bank shall not be liable for any loss or damage incurred by the Account Holder or any other person arising from any unauthorised access and/or use of a Password.

4. **Instructions**

4.1 The Account Holder may provide an Instruction to the Bank using the Service with the appropriate Password in such manner and format as may be agreed with the Bank (including in respect any time-related requirement), notwithstanding any other arrangement in the Registration Form or otherwise. The Bank may reject or refuse to act on an Instruction which has not been provided to the Bank in the agreed manner or format as stated above, and the Account Holder shall be solely responsible for any loss or damage arising from any rejected or refused Instruction.

4.2 Any Instruction provided under the Service in the agreed manner or format stated in Clause 4.1 above shall have the same legal effect, validity and enforceability as if it had been made in writing, and the Bank may act on such Instruction without further enquiry or liability.

4.3 The Account Holder authorises the Bank to rely on and act in accordance with any Instruction provided through the Service with the appropriate Password, and the Bank shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send

such Instruction on behalf of the Account Holder or verify the accuracy and completeness thereof, and may treat such Instruction as valid and binding on the Account Holder, notwithstanding any conflict with any other Instruction given to the Bank. The Bank shall not be responsible or liable for any loss or damage incurred by the Account Holder arising out of or in connection with any error, fraud or negligence in the issue of any Instruction.

4.4 Instructions may be provided for Transactions to be entered into within a future period of time. The subsequent expiry or revocation of the authority of the relevant ERP User providing the Instruction after it has been provided will not affect the validity of the Instruction.

4.5 An Instruction once accepted by the Bank cannot be altered or cancelled without the Bank's agreement.

4.6 If the Bank agrees to an Account Holder's request to alter or cancel any Instruction, the Bank shall be entitled to a reasonable period of time to execute such request, and shall not be liable for any loss or damage incurred by such Account Holder arising out of or in connection with the Bank effecting any such Instruction, any alteration or cancellation of Instruction, or in respect of any cancellation or amendment not being effected in time. The Bank shall not be deemed to have received or been given notice of any request to alter or cancel an Instruction until the Bank has informed the Account Holder in writing that such request has been received and/or that the Bank has taken action in connection with such request, whichever is the earlier.

4.7 The Bank may refrain from acting an Instruction without notice to the Account Holder if such Instruction is deemed by the Bank in its sole and absolute discretion to be in any way unclear, conflicting, incorrect, incomplete, not authentic, unauthorised, in breach of any applicable law or security procedure or cannot otherwise be feasibly and reasonably processed. The Bank may, but is not obliged to, notify the Account Holder if an Instruction or any part thereof cannot be executed by the Bank. Incomplete Instructions may be partially executed if such Instruction cannot be fully executed.

4.8 If the Account Holder becomes aware that any Transaction conducted under the Service is unauthorised, the Account Holder shall notify the Bank immediately.

5. Disclosure of Information

5.1 Without prejudice to the Bank's rights under Clauses 20 (*Use of Information and Confidentiality*) and 22 (*Corporate Account Customer's Representations Relating to Personal Data Provided to BOC*) of the General Terms and Conditions Governing Accounts, the Account Holder agrees and

consents to the Bank disclosing any information (including personal data) relating to the Account Holder or its Account(s) to any party for the purposes of or in connection with the provision of the Service, including but not limited to the following:-

- (a) the Bank's head office, other branches or sub-branches, representative offices, subsidiaries, related corporations, associated companies or affiliates whether in Singapore or elsewhere, or any other person for such purposes as the Bank may consider appropriate, necessary or desirable in connection with the provision of the Service, including but not limited to the purposes of upgrading or maintenance of the Service, printing of any documents in connection with the Service or for effecting or executing any Instructions thereunder;
- (b) any person or organisation providing any services in connection with the Service to the Bank's customers, whether within or outside Singapore, including but not limited to investigating any discrepancies, errors or claims thereunder;
- (c) the police, regulators of competent jurisdiction or any public officer conducting investigations in connection with any offence or alleged offence;
- (d) banks, financial institutions or credit reference agents for the purpose of assessing the Account Holder's creditworthiness; and
- (e) any person (whether or not related to the Bank) for purposes of that person or entity marketing any product or service to the Account Holder, whether by electronic means or otherwise.

5.2 The Account Holder agrees that "BOC's Personal Data Protection Policy" and the "Data Protection Notice" (as may be amended, supplemented and/or substituted from time to time) which are accessible at <http://www.bankofchina.com/sg/bocinfo/bi5/>, are incorporated by reference into and form part of these Terms and shall apply to all personal data provided by the Account Holder to the Bank or which arises from the Account Holder's relationship with the Bank.

6. No Warranty

6.1 The Bank makes no express, implied or statutory warranties relating to the Service or any other direct access software, service or browser including but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights or that it is free of errors unless disclaiming such warranties is prohibited by law.

6.2 The Bank does not warrant the security or confidentiality of any information in connection with the Service transmitted through any electronic media including the internet, network system or such other equivalent system in any jurisdiction.

- 6.3 Where the Bank provides the Account Holder with any third party information in connection with the Service, the Customer acknowledges and agrees that the Bank does not warrant the accuracy or completeness of such information.
- 6.4 The Service is available on an 'as is' basis, and some or all of the functions under the Service may not be accessible at all times due to system maintenance or for reasons beyond the Bank's control.
- 6.5 The Bank may at any time, in its discretion and without prior notice, be entitled to temporarily suspend the operations of the Service for upgrading or maintenance or for any other purposes that the Bank deems fit, without incurring any liability for any loss, cost, expense, delay or inconvenience that may be incurred, suffered or sustained thereby.

7. Limitation of Liability

- 7.1 Without prejudice to Clause 18 (*Exclusion of Liability*) of the General Terms and Conditions Governing Accounts and Clause 10 (*BOC's Liability*) of the Terms and Conditions Governing Electronic Banking Services, to the maximum extent permitted under applicable law, the Bank disclaims all liability for all and any losses, damages, costs or expenses arising from or in connection with the use of the Service, including but not limited to the following:
- (a) any loss or damage caused by any equipment, software, transmission channel or internet browser used to access the Service;
 - (b) any computer or system virus interferences, "Trojan horses" or other harmful components that may interfere with the Service or the Bank's or the Account Holder's computer systems or access devices;
 - (c) any breakdown or malfunction of any software or equipment used in connection with the Service, whether belonging to the Bank or not, including but not limited to any electronic terminal, telecommunication device or any part of the electronic funds transfer system;
 - (d) any loss, theft or use (whether actual, purported, authorised or unauthorised) of the Service;
 - (e) any destruction, alteration or error in transmission of any Instruction or any other data or information transmitted by the Account Holder or the Bank through the Service;
 - (f) any failure by the Customer to follow the latest instructions, procedures and directions provided by the Bank for using the Service;
 - (g) any delay in delivery or non-delivery of any information, documents or materials in

- relation to the Service or pursuant to these Terms; or
- (h) any direct, indirect or consequential loss or damage (whether foreseeable by the Bank or not) arising out of or related to the use of the Service.

7.2 In the event that the Bank is rendered wholly or partly unable to observe or perform its obligations under these Terms by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any government or regulator of competent jurisdiction, or by any other causes which it cannot reasonably be expected to avoid, the performance of the obligations of the Bank as they are affected by such causes shall be excused for the continuance of such causes, and the Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

7.3 The Bank shall not be liable to the Account Holder for any delay or non-transmission of any Instruction or any loss or damage arising therefrom attributable to reasons beyond the Bank's control, including but not limited to any mechanical, software, computer, telecommunications or electronic failure.

8. Miscellaneous

6.1 The Bank reserves the right at any time to levy such fees and charges for the Service and for any Transactions conducted thereunder as the Bank may deem fit.

6.2 The Account Holder may terminate the use of the Service and/or these Terms by providing the Bank with one (1) month's prior notice in writing indicating its intention to cancel the Service.

6.3 The Bank reserves the right to upgrade, modify, limit, suspend, cancel and/or terminate the Service (whether in whole or in part) under these Terms at any time without notice or incurring any liability to the Account Holder or any other person.

6.4 The Bank reserves the right to amend, modify or supplement any of these Terms at any time from time to time as the Bank may in its discretion deem fit without notice. The Account Holder's use or continued use of the Service after any such amendment, modification or supplement shall be deemed to be its acceptance of such amendment, modification or supplement.

6.5 If any of the provisions of these Terms or any part thereof is deemed invalid, illegal or

unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

6.6 Unless expressly provided to the contrary in these Terms, a person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any provision of these Terms. Notwithstanding any term herein, the consent of any third party is not required for any subsequent amendment, modification or supplement to these Terms.

6.7 These Terms shall be governed by the laws of the Republic of Singapore, and the Account Holder irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.