



**TERMS AND CONDITIONS GOVERNING ACCOUNTS  
PART E. TERMS AND CONDITIONS GOVERNING ONLINE BANKING SERVICES**

**Please read these Terms carefully before applying for our Online Banking Services.**

**1. Interpretation**

For purposes of Part E of these Terms, unless the context otherwise requires:-

**“Application Form”** means the application form for the Services or Account opening application form.

**“E-token”** is one of the security devices that produce a unique passcode or one-time password to access the Services.

**“Security Device”** refers to the user ID, password, E-Token, verification code and/or such other device or method which BOC provides to the Account Holder to access and/or use the Services,

**“Services”** means the online banking services and other services which BOC provides or makes available from time to time to the Account Holder under Part E of these Terms (including without limitation the transmission instructions to the Bank, funds transfer, bill payments)

**“Online Terms”** means these terms and conditions under Part E governing the Services as may be amended, supplemented and/or modified in BOC’s sole discretion.

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

**2. Using the Services**

- 2.1 The Account Holder of any accounts with BOC may apply for the Services with BOC in accordance with and subject to the terms set out in Part E herein. The terms stated herein in Part E i.e. the Online Terms shall always be read and considered together with the terms stated in the General Terms and Conditions Governing Accounts (referred to herein in this Part as “Part A”) which the Account Holder acknowledges, BOC has provided to the Account Holder and the Account Holder further agrees that the terms stated in Part A are applicable to the matters stated in this Part. In the event of any conflict or inconsistency between the Online Terms and Part A, the Online Terms shall prevail.
- 2.2 The Account Holder may only access the Website and Services after BOC sends the Security Device to the Account Holder.
- 2.3 By signing the Application Form or any use of the services, the Account Holder and the Authorised Person accept and agree to be bound by the Online Terms and follow the guidance of terms of use and any security procedures as may be prescribed by BOC from time to time for the Services and/or on the Website.

- 2.4 Before the Account Holder can use the Services, the Account Holder must :
- a) open and maintain at least one Account with BOC in your own name ;
  - b) submit a completed Application Form to BOC;
  - c) successfully undergo all relevant identification procedures as required by BOC; and
  - d) acquire a user ID, password and E-token from BOC.
- 2.5 The Account Holder is solely responsible for all uses of the Security Device whether by the Account Holder or the Authorised Person and for any acts or omissions during such use.
- 2.6 BOC is entitled to treat all use of the Services as having been duly authorised by the Account Holder and the records of such use as conclusive evidence of the data or Instruction, unless and until BOC receives notice (in the prescribed form as stated at Part E Clause [3.2] below) of a breach of security or Security Device.
- 2.7 The Account Holder and the Authorised Person should not disclose the Security Device to anyone. BOC will not at any time contact the Account Holder or the Authorised Person to request for the Security Device. Any such request from anyone is a fraudulent act. BOC will not be responsible for any loss incurred should the Account Holder disclose the Security Device pursuant to such requests.
- 2.8 The Account Holder shall comply with all third party terms and conditions, and bear all fees and charges incurred in relation to the use of the Services (including but not limited to, fees of internet services providers and telecommunication services providers).

### **3. Obligations in respect of Bank Statements and Security Device**

- 3.1. Account Holder must check the bank statements and check as well as update the Passbook for the Account(s) regularly and carefully to ensure the transactions made through the Services are properly effected and there has been no unauthorised transaction. BOC will not issue any separate Statement(s) in respect of the Services.
- 3.2. BOC may send any Security Device to the Account Holder by any mode of delivery (including and not limited not limited to the use of delivery by hand or by post to the address stated in the Application Form, through an ATM, to the Account Holder's mobile device, or in such other manner as BOC may prescribe). The Account Holder agrees to accept all risks associated with the mode of delivery of the Security Device, and shall not hold BOC liable in the event that any other person obtains possession of any Security Device or if the Security Device fails to reach the Account Holder. The Account Holder must notify BOC immediately if the Account Holder reasonably believes there has been a breach of security or the Security Device. Any verbal notice given by calling the number listed on the Website or at BOC's counter must be followed by written notice by the Account Holder to BOC.
- 3.3. BOC is not deemed to have received any notice unless BOC has given an acknowledgment in writing. Such acknowledgment will be given by BOC as soon as practicable.
- 3.4. Once BOC has been notified by the Account Holder, BOC will as soon as practicable cancel the Security Device and apply reasonable endeavours to stop the processing of outstanding instructions originating from the breach of security or Security Device. Should the Account Holder wish for such instructions to be carried out, the Account Holder may re-instruct BOC to do so. Notwithstanding, the Account Holder remain responsible for all Instructions and transactions which were made prior to receipt of any notice of cancellation of the Security Device which BOC was unable to stop despite reasonable endeavours.

- 3.5. Subject to and without limiting the generality of the Online Terms, the Account Holder remains liable for any unauthorised transactions arising from or in connection with the use of the Services if the loss :
- a) was due to the Account Holder's fraudulent act or negligence;
  - b) occurred in the circumstances under Clause 3.4 above;
  - c) was due to disclosure of the Security Device.

#### 4. Security Obligations

4.1 BOC will not be responsible for any damage or loss suffered as a result of the breach of any of the following security obligations:

- a) The Account Holder is responsible for ensuring that the computer or device used to access the Services has an adequate security system, including anti-virus, anti-spyware and firewall software or measures. The Account Holder must take all reasonably practicable measures to protect the Security Device and prevent any unauthorised access through the Security Device when the Account Holder accesses the Services through broadband connections, digital subscriber lines or cable modems or public systems which BOC has no control over;
- b) The Account Holder must select a user ID and password that:
  - i. is a 6 to 20 digit alpha-numeric code (user ID) and 8 to 20 digit alpha-numeric code (password);
  - ii. has no obvious connection to the Account Holder'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 (for example : 7654321, abcdefg, or aaaaaaa);
- c) The Account Holder must:
  - i. keep the User ID and password secure and confidential at all times, such information shall not be recorded anywhere;
  - ii. take all reasonable steps to ensure that the E-token is kept secure, safe and undamaged, and the information provided to the Account Holder for the use of the Services is kept secure and safe. At no time and under no circumstances should the Account Holder permit the E-token to come into the possession or control of any other person.
  - iii. not reveal the password generated by the E-token to anyone;
  - iv. not divulge the serial number of the E-token to anyone;
  - v. not reveal the one-time password ("OTP") to anyone;
  - vi. change the User ID immediately upon having received the User ID notification and E-Token. Once the User ID is changed for the first time, this User ID cannot be changed subsequently;
  - vii. change the password immediately upon having received the password notification and E-Token. The Account Holder should change the password on a periodic basis;
  - viii. the same password should not be used for another website, application or services;
  - ix. not leave the computer or device from which the Account Holder accesses the Services unattended or let anyone else use it until the Account Holder has logged off the Services using the log off option;
  - x. ensure that the Account Holder has logged off the Services using the log off option at the end of each and every session;
  - xi. comply with all instructions given by BOC from time to time in relation to the use of the Services; and
  - xii. check the Account balance and transaction(s) frequently and report any discrepancy promptly.

- d) The Account Holder must ensure that the User ID and password are:
  - i. not stored in any manner which indicates that they are a security code;
  - ii. not used after BOC has notified the Account Holder that the right to use them or the Services has been revoked.
  - iii. not disclosed, reverse compiled, copied or in any way observed while being used; and
  - iv. not accessible by any unauthorised person.
  
- e) If the Account Holder is aware of any breach or unauthorised use of the user ID, password or E-Token, the Account Holder must notify BOC immediately by calling the contact number listed on the Website as BOC may from time to time prescribe or attend at BOC's branch office or sub-branch offices personally and comply with all instructions from BOC including, without limitation, cooperating with the relevant authorities. The notification of the security breach will take effect immediately after notification of the same by the Account Holder to BOC. Subject to Part E Clause [8.2] below, any losses that may occur prior to the notification taking effect will be borne by the Account Holder.

It is the Account Holder's sole responsibility to notify BOC and apply for a replacement E-Token if the E-Token is subsequently lost, stolen or has failed to function as intended. BOC reserves the right to impose, and the Account Holder undertakes to pay, any fees, charges and all other costs for the use and/or replacement of the Security Device.

- f) The Account Holder is further required to take the necessary security measures and practices as follows:
  - i. install and update the anti-virus, anti-spyware and firewall products with security patches or newer versions of such security products on a regular basis;
  - ii. disable file and printer sharing in the Account Holder's computer or device;
  - iii. make regular backup of critical data;
  - iv. consider the use of encryption technology to protect highly sensitive data;
  - v. do not install software or run programs of unknown origin;
  - vi. delete junk or chain emails;
  - vii. do not open email attachments from strangers;
  - viii. do not disclose personal, financial or credit card information to little-known or suspicious websites;
  - ix. do not use a computer or a device which cannot be trusted;
  - x. do not use public or internet cafe computers to access online banking or perform financial transactions;
  - xi. log off the online session and turn off the computer when not in use; and
  - xii. clear browser cache after the online session.

## **5. Other Obligations**

- 5.1. When using the Services, the Account Holder must:
  - a) act in accordance with the Online Terms;
  - b) comply with all Applicable Laws; and
  - c) comply and follow the guidance or terms of use and any security procedures as may be prescribed by BOC for the Services and/or on the Website.
  
- 5.2. The Account Holder warrants the truth, accuracy and completeness of all information given to BOC by the Account Holder:
  - a) in any Application Form or document; or
  - b) when using the Services; or
  - c) when otherwise acting in respect of any Account;

and the Account Holder acknowledges and agrees that, in providing the Services, BOC is relying on the trust, accuracy and completeness of all information given by the Account Holder.

- 5.3. The Account Holder must notify BOC immediately if there are any changes to the information provided in the Application Form or such other document (if any).
- 5.4. The E-Token provided to the Account Holder remains the property of BOC. The Account Holder shall return the E-Token to BOC promptly upon BOC's request. The E-Token must not be altered, tampered, disassembled or in any way copied or modified and must not be dealt with or exploited by the Account Holder in any way.

## **6. Instructions / Verification Of Instructions**

- 6.1. When BOC receives any Instructions (including Fund Transfer instruction) for the Services, BOC will verify that the person giving the Instruction is the Account Holder by reference only to the use of the Security Device.
- 6.2. Once BOC has verified, in accordance with Part E Clause [6.1] above, the instruction is irrevocable, valid and binding on the Account Holder. The Account Holder authorises BOC to accept, follow and act upon all instructions upon such verification and the Account Holder accepts all responsibility for the accuracy of information contained in the Instruction.
- 6.3. BOC shall not be obliged to carry out any Instruction received and may refuse an Instruction without liability.
- 6.4. The Account Holder acknowledges that BOC is not obliged to refer to anything other than the Security Device for the purpose of verification under Part E Clause [6.1] above.
- 6.5. The Account Holder is responsible for any errors or inaccuracies in the Instructions. BOC is not responsible for failing to comply with any Instructions from the Account Holder, including and without limitation, if:
  - a) such Instruction is unclear or incomplete; or
  - b) BOC is not satisfied that the Instruction has been provided by the Account Holder;
  - c) BOC has reason to believe there is a breach of security or Security Device; or
  - d) for any reason beyond BOC's control.
- 6.6. BOC is not deemed to have received any data or Instructions until the Services indicates that such data or Instructions are received by the host system of the Services.
- 6.7. The Account Holder acknowledges that the Instructions may not be processed immediately, around the clock, or in a timely manner, and that BOC will not be liable for any loss, damage or expense incurred. Data or Instructions received by BOC will be treated as given and received on the next Business Day if made through the Services after the relevant cut-off time on any given day (as determined by BOC and notified by BOC in advance). BOC may refrain from carrying out such data or Instructions without notice to the Account Holder if such data or Instructions cannot be feasibly and reasonably processed (as determined by BOC in its discretion).
- 6.8. The Account Holder acknowledges that banking and other services made available through the Services are subject to limitations and that the Account Holder may not be able to effect certain transactions even if such transactions could be effected when the Instructions were given.

## **7. Liability for Unauthorised Transactions**

- 7.1. The Account Holder will be liable for any unauthorised transactions arising from or in connection with use of the Services if:
- a) the loss is due to fraud, any fraudulent act or gross negligence on the Account Holder's part;
  - b) the loss occurred before receipt of notification by BOC of any security breach;
  - c) the loss was due to the Account Holder's disclosure of the Security Device; or
  - d) there was delay in the Account Holder notifying BOC of any security breach of the user ID, password or E-Token.
- 7.2. The Account Holder will not be liable for loss incurred:
- a) by the fraudulent or negligent conduct by BOC's employees or related corporations involved in the provision of the Services;
  - b) prior to BOC providing to the Account Holder the user ID, password or E-Token; or
  - c) subject to Part E Clause 8.1(c) above, after receipt of notification by BOC of any security breach of the user ID, password or E-Token.

## **8. System Failure and Linked Sites**

- 8.1. The Account Holder may experience interruptions and difficulties accessing the Website and its contents from time to time. BOC does not represent nor guarantee that the Website and its contents will be free from errors, viruses or interruptions. The Website and the Account Holder's ability to access its contents may be affected by outages, faults or delays. These may be caused by technical difficulties, the Account Holder's or a third party's software, equipment or systems, traffic, infrastructure failure or actions by third parties. BOC may also alter, interrupt, suspend or deny access to all or any part of the Website and its contents at any time for any reason BOC thinks fit, without any prior notice.
- 8.2. If the Website or any internet system experiences any breakdown or interruption, corruption of data or any other form of system failure resulting in the Account Holder not being able to use the Services effectively, then, upon request from the Account Holder, BOC will on such occasion apply its discretion to use all reasonable endeavours to reinstate the Services as soon as reasonably practicable. BOC shall not be liable for any damage or loss the Account Holder may suffer as a result of such breakdown, interruption, corruption of data or any other form of system failure.
- 8.3. The Website may contain links or references to other websites. BOC is not responsible for the availability or content of any linked website and any links or references that are for the Account Holder's convenience and is not an endorsement by BOC of the other website, its contents or its owner/sponsor.

## **9. BOC's Liability**

- 9.1. BOC does not warrant or guarantee the right to access and use the Website or the Services. All terms implied by law, except those that cannot be lawfully excluded, are excluded to the full extent permitted by any Applicable Laws.
- 9.2. Where it is not lawful to exclude conditions, warranties or rights implied or granted by any Applicable Laws, BOC's liability for any breach of such conditions, warranties or rights will (to the extent allowed by law) be limited to the supplying of the Services again or the payment of the cost of having the Services reinstated, as BOC may decide in its discretion.

9.3. BOC shall not be held responsible or liable for any data or information relating to the Account which the Account Holder downloaded as part of the Services. The Account Holder bears the risks of using such information. BOC makes no warranties as to the accuracy of such information.

9.4. BOC is not liable for any direct, indirect or consequential loss or expenses the Account Holder may suffer arising from:

- a) the Website, its content and/or BOC's computer systems, if the Account Holder should have been aware that the systems or equipment were/was unavailable for use or malfunctioning;
- b) any third party website linked to or referred to on the Website.

## **10. Suspension, Breaches and Termination**

10.1. BOC is entitled to cancel the use of the user ID, password or E-Token and/or to withdraw, restrict or suspend the Services (whether in whole or in part) and/or terminate the Services under the Online Terms at any time when BOC consider necessary or advisable to do so in its discretion without notice and BOC shall not be liable to the Account Holder for any loss or damage resulting from or in connection therewith.

10.2. The Account Holder may terminate the use of the Services and the Online Term by giving BOC a completed Application Form indicating cancellation of the Services.

## **11. Changes of Details**

11.1 The Account Holder may change any of the information provided to BOC in the Application Form by completing and submitting a new Application Form to BOC.