

## **PART I. SPECIFIC TERMS AND CONDITIONS GOVERNING DEBIT CARD**

### **1. Definitions**

#### 1.1 For purposes of Part I of these Terms:

**“ATM”** means an automated teller machine or card operated machine or device whether belonging to BOC or to MasterCard or China Union Pay global ATM network, or to shared ATM5 network in partnership with MasterCard, or any other similar international network in which BOC may participate;

**“ATM Limit”** means the maximum permissible limit prescribed by BOC for all Cash Withdrawals and/or any other transaction which the Cardholder may effect through an ATM in any one day;

**“Card Account”** means any accounts of Cardholder maintained with BOC which Cardholder link to the Debit Card for the settlement of Debit Card transactions and includes any other account in addition to or in substitution for the original Card Account;

**“Cardholder”** means the authorised user named on the Debit Card and is authorised to operate the Card Account through the use of the Debit Card;

**“Card-Not-Present Transaction”** means a transaction effected in a merchant environment where the Cardholder and the Debit Card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;

**“Card Transaction”** means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Debit Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by the Cardholder and whether authorisation has been sought from or given by BOC;

**“Cash Withdrawal”** means cash withdrawn at the counters of banks and financial institutions in Singapore or elsewhere and/or at automated teller machines of banks and financial institutions in Singapore or elsewhere and/or at the MasterCard or China Union Pay global ATM network and other networks accepting the Debit Card in Singapore or elsewhere;

**“Debit Card”** means a debit card (including but not limited to the MasterCard Debit Card(s) and China Union Pay Debit Card(s)) issued or to be issued by BOC from time to time to the Cardholder pursuant to the terms and conditions herein and any substitution, replacements or renewals thereof;

**“Electronic Services”** means any banking and other services or facilities which BOC and/or any person or organization may make available to Cardholder from time to time and offered via electronic means, including any card, electronic computerized or telecommunication devices or modes of operating accounts in or outside Singapore, and where the context requires, also means any PIN and/or Debit Card used to access Electronic Services;

**“Merchant”** means any person, firm or corporation which enters into an agreement with BOC, or any member or licensee of MasterCard International, China Union Pay or any other electronic service

provider relating to the use and/or acceptance of a Debit Card in payment to such person whether for goods, services or charges provided or incurred;

**“Point of Sale Transactions”** – means transactions initiated at Merchants’ Point Of Sale (“POS”) terminals;

**“PIN”** – means the personal identification number of the Debit Card issued by BOC or set by Cardholder to allow the Cardholder to utilize the ATM or POS functions and/or access of Electronic Services;

**“Spending Limit”** – means the maximum permissible limit prescribed by BOC in respect of total Card Transactions effected in a day (including the use of the Debit Card to effect a transaction via the terminals operated by BOC or MasterCard or China Union Pay Network).

## **2. Use of Card/PIN**

### **2.1 RECEIPT OF CARD/PIN**

Once the Cardholder’s application for a Debit Card is approved, the Debit Card and a PIN to be used in conjunction with the Debit Card will be sent to the Cardholder’s mailing address registered in BOC’s records. BOC is not liable for any loss or damage which the Cardholder may suffer if the Cardholder fails to receive the Debit Card and/or the PIN. Upon receipt of the Debit Card, Cardholder should sign the Debit Card immediately and comply with such activation procedures as may be prescribed by BOC. By receiving, signing on, activating or using the Debit Card, Cardholder is deemed to have read, understood and accepted each and every provision of the terms and conditions herein.

### **2.2 ELECTRONIC SERVICES**

- a) Cardholder may use the Debit Card and/or PIN for effecting authorised transactions, including transactions through the ATM and/or Card-Not-Present Transaction and/or for utilising other Electronic Services.
- b) Except as provided in Clause 4.3 below, Cardholder will be responsible for all Card Transactions made by the use or purported use of the Electronic Services by any person, with or without Cardholder’s authority, knowledge or consent, and may not claim against us in respect of any such use or purported use.
- c) Any claims against or disputes with a Merchant are to be settled between Cardholder and the Merchant. Cardholder will not claim against BOC in this respect.
- d) Cash and proceeds of cheques deposited through the Electronic Services cannot be withdrawn until collected and verified by BOC. BOC’s determination of the amount deposited shall be conclusive against and binding on Cardholder.
- e) BOC and/or the Merchants may at any time, without notice to Cardholder and without assigning any reason therefor, and without liability for any inconvenience, loss, damage, or injury suffered by Cardholder or any third party:
  - (i) Limit, suspend or terminate any or all of the Electronic Services;
  - (ii) Disallow any Card Transaction or allow a Card Transaction subject to such conditions as BOC sees fit;
  - (iii) Revoke or suspend Cardholder’s right and authority to use Electronic Services; or
  - (iv) Retain or reject any Debit Card and/or PIN.
- f) BOC may determine at its sole discretion the facilities that Cardholder may utilise using his PIN. Should BOC decide to, BOC may also modify any such facilities.

- g) BOC and/or the Merchants may at any time without notice to Cardholder:
  - (i) determine and vary the frequency and manner of use of Electronic Services, transaction limits, operating hours, type of facilities and services available through Electronic Services; or
  - (ii) add or delete any Merchant.

### **2.3 POINT OF SALE TRANSACTIONS**

Cardholder may effect Point of Sale Transactions via signature and/or via PIN if required at Merchants' Point of Sale terminals.

### **2.4 USE OF CARD AND PIN**

Only Cardholder can use the Debit Card and/or PIN to effect the Card Transactions during validity period printed on the Debit Card subject to the terms and conditions herein. The Debit Card remains BOC's property at all times. Cardholder must not use (whether with or without Cardholder's knowledge) the Debit Card and/or the PIN to effect any Card Transaction which would contravene the laws of any jurisdiction.

### **2.5 SAFEGUARD CARD AND PIN**

Cardholder shall take necessary precautions to safeguard his Debit Card and PIN. Cardholder will remain liable for all unauthorised transactions on his Debit Card until Cardholder notifies BOC of the loss or theft of the Debit Card or disclosure of his PIN. Additionally, as Card Transactions may be effected via signature, the safekeeping of the Debit Card is critical to prevent unauthorised Card Transactions. No other person, apart from the Cardholder himself, is allowed to use the Debit Card to enter into any transactions.

## **3. SPENDING LIMIT**

### **3.1 CARD SPEND IN RENMINBI**

If the Card Account is a Renminbi account ("Renminbi Card Account"), any Card Transactions charged to Cardholder's China UnionPay Debit Card in Renminbi shall be settled in Renminbi through his Renminbi Card Account..

If the Card Account is a Singapore Dollar ("SGD") Account ("SGD Card Account"), any Card Transactions in Renminbi charged to the China UnionPay Debit Card shall be settled in SGD through his SGD Card Account. All foreign currency exchange charges will be borne by the Cardholder.

All Card Transactions charged to MasterCard Debit Card in Renminbi shall be settled in SGD through his SGD Card Account

### **3.2 CARD SPEND IN OTHER CURRENCY**

All Card Transactions charged to the Debit Card in any other currencies rather than Renminbi shall be settled in SGD through his SGD Card Account, provided that BOC has approved Cardholder's request to link any account in SGD for the settlement of Card Transactions. All foreign currency exchange charges will be borne by the Cardholder.

### **3.3 SPENDING LIMIT**

BOC may set a spending limit in relation to the Debit Card, which BOC may vary without notice. The Spending Limit will apply to all Point of Sale (whether effected via signature and/or PIN) and/or Card-Not-Present (including internet purchases and mail/telephone orders) transactions.

### **3.4 ATM LIMIT & Cash Withdrawal**

BOC may set an ATM Limit in relation to the Debit Card, which BOC may vary without notice. Cardholder must not use or attempt to use the Debit Card to effect any Cash Withdrawal or any other transactions if the ATM Limit or available balance would be exceeded. If BOC agrees, Cardholder may withdraw Renminbi via China UnionPay Debit Card in the People's Republic of China via ATM in accordance with the terms and charges BOC may impose. BOC may set an ATM Limit in relation to Cardholder's China UnionPay Debit Card for this purpose, which BOC may vary without notice. Cardholder must not use or attempt to use his China UnionPay Debit Card to effect any Cash Withdrawal or any other transactions if the ATM Limit or available balance in his China Union Pay Debit Card would be exceeded. Withdrawal of money from ATM outside Singapore requires additional activation before use. Please contact BOC for details.

### **3.5 HOLD ON CARD ACCOUNT**

BOC may set aside or place a hold on the Card Account in respect of any transaction on the day such transaction is presented to BOC for payment or on the day BOC receives notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should BOC set aside or hold any amount, the available balance in the Card Account shall be reduced by such amount that BOC set aside. Cardholder may not stop payment on such transaction nor use any sum set aside or held by BOC. Where applicable, BOC may set aside or hold such sum for up to 30 days after which BOC shall debit the Card Account for the full amount of the actual transaction. BOC shall have the right at any time to increase the amount that BOC would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if BOC is of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full.

### **3.6 CHARGES NOT TO EXCEED SPENDING LIMIT**

Cardholder may effect a Card Transaction only if there are sufficient funds in his Card Account to cover such transactions and the total charges incurred under his Card Account shall not exceed the Spending Limit that BOC has set for his Card Account. Cardholder shall not effect or attempt to effect any Card Transaction that would result in the Spending Limit being exceeded. BOC may without assigning any reason, refuse to authorise any transaction that the Cardholder wishes to effect even if such transaction would not cause the Spending Limit to be exceeded.

## **4. LOSS/THEFT OF CARD/DISCLOSURE OF PIN**

### **4.1 DUTY TO PREVENT LOSS/THEFT/FRAUD**

The Debit Card remains BOC's property at all times and must be returned to BOC upon request or upon cancellation or termination of the Debit Card. Cardholder must keep his Debit Card securely and ensure that his Card Account number and PIN are not disclosed to any other person. The Debit Card is to be used solely by the Cardholder and must not be transferred or pledged as security in any way.

#### **4.2 DUTY TO NOTIFY BOC**

Cardholder must notify BOC immediately if (a) the PIN is lost or disclosed to any person or (b) the Debit Card is lost or damaged or used by any other person or (c) any other event occurs which would, under the provisions of the terms and conditions herein, allow BOC to suspend or cancel the use of Debit Card or the Electronic Services. Cardholder may notify BOC of the loss/theft or unauthorised use by calling BOC's Customer Service Hotline at 1800 6695566 or by notifying BOC in writing. In certain circumstances, BOC may also require Cardholder to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that BOC may require. After receipt of any such notice from Cardholder, BOC may suspend or cancel Cardholder's use of the Debit Card and/or Electronic Services at any time.

#### **4.3 LIABILITY FOR LOST/STOLEN CARDS**

If the Debit Card is lost or stolen or if the PIN is disclosed without Cardholder's authorization, Cardholder's liability for unauthorized transactions effected after such loss, theft or unauthorized disclosure but before BOC is notified thereof shall be limited to S\$100 provided that:-

- a) The Cardholder has immediately notified BOC of the loss, theft or unauthorised disclosure;
- b) The Cardholder assists BOC in the recovery of the unauthorised charges incurred;
- c) The Cardholder furnishes to BOC a statutory declaration in such form as BOC may specify or a police report accompanied by written confirmation of the loss, theft or unauthorised disclosure and any other information that BOC may require; and
- d) BOC is satisfied that such loss, theft or unauthorised disclosure is not due to negligence or default of the Cardholder.

Cardholder shall not be liable for any Card Transactions carried out after BOC has been notified of the loss, theft or disclosure.

#### **4.4 RECOVERY OF LOST/STOLEN CARD**

If the Cardholder recovers the lost or stolen Debit Card, Cardholder must immediately return the said Debit Card to BOC cut in half without using it.

#### **4.5 REPLACEMENT OF CARD OR PIN**

Following the occurrence of any event referred to in Clause 4.2 above, BOC may at its discretion issue a replacement PIN and/or Debit Card and charge a replacement fee.

### **5. OPERATION OF CARD ACCOUNT**

#### **5.1 LIABILITY FOR TRANSACTIONS**

Subject to Clause 4.3 above, the Cardholder shall be fully responsible for all transactions involving the use or purported use of the Debit Card by any person whomsoever whether or not authorised by the Cardholder and agrees to waive any and all rights and remedies against BOC in respect of any such use.

## **5.2 CHANGE OF DESIGNATED CARD ACCOUNT**

Should BOC approves any request by the Cardholder to designate another account in place of his existing Card Account for the purposes of the terms and conditions herein, the card account nominated by the Cardholder shall become the designated Card Account. The change shall take effect from any date that BOC may determine. Until and unless BOC has approved the change of the Cardholder's designated Card Account, the terms and conditions herein shall continue to apply to any Card Transactions for which amounts have been set-aside to the previous Card Account.

## **5.3 OVERDRAWN CARD ACCOUNT**

If any transaction is made without sufficient funds in the Card Account, the Cardholder shall repay BOC overdraft charges on demand based on the amount overdrawn together with interest thereon at such rate as may be imposed by BOC from time to time on the amount so overdrawn.

## **5.4 EARMARKING OF CARD ACCOUNT BALANCES**

Even if BOC has agreed otherwise in any other agreement relating to the Card Account either with the Cardholder alone or with any other person(s), BOC shall be entitled to retain the balance on Cardholder's Card Account for up to ninety (90) days after the date when the Card Account is closed or terminated (whether by the Cardholder or BOC). BOC's rights under the terms and conditions herein shall not cease after the termination of the Card Account; and BOC has the right to continue debiting Cardholder's Card Account with overdraft charges (if any) and/or Card Transactions effected before or after the closure or termination of the Card Account. The Cardholder's liability (and the liability of all other persons, if any, in whose name the Card Account is maintained) to BOC under the terms and conditions herein for any balance due to BOC shall continue.

## **5.5 JOINT ACCOUNT**

Where the Card Account is in joint names and may be operated by any account holder singly, BOC may, at the request of any holder of the said account, issue the Debit Card to such holder. All the joint account holders are jointly and severally liable for the use of the Debit Card under the terms and conditions herein.

## **5.6 LINKING OF CARD ACCOUNTS**

For China Union Pay Debit Card, Cardholder may choose his Renminbi account and/or SGD account to be the Card Account. If the Cardholder chooses both his SGD account and Renminbi account as his Card Account(s), any Card Transactions charged to Cardholder's China Union Pay Debit Card in Renminbi shall be settled in Renminbi through his Renminbi Card Account. For MasterCard Debit Card, Cardholder may choose his SGD account to be the Card Account.

If Cardholder chooses more than one Card Accounts, Cardholder must instruct BOC on the priority of deduction in respect of the accounts for settlement of charges post to the Debit Card.

## **6. CHARGES AND FEES**

### **6.1 CASH WITHDRAWAL FEE**

BOC may debit the Card Account with a fee for each Cash Withdrawal. BOC may choose to waive such fee or change it without giving notice.

## **6.2 OTHER CHARGES**

In addition to the above, BOC may also debit the Card Account and/or any Account(s) that the Cardholder maintains with BOC (where applicable) for the following charges including but not limited to:

- a) an annual fee or a non-refundable service fee for the maintenance of the Debit Card and/or the Card Account;
- b) an administrative fee for production of documents and an administrative fee for any replacement Debit Card or documents relating to the Debit Card;
- c) service charge/administration fee for any action taken by BOC in carrying out any of the Cardholder's instructions and/or requests relating to the Card Account, whether such service or action is referred to or contemplated in the terms and conditions herein or otherwise.

## **6.3 RIGHT TO VARY CHARGES**

BOC may at its discretion and upon written notice to the Cardholder, vary the rate or amount of any charges or fees payable under the terms and conditions herein. Such change(s) shall take effect on the date specified in the notice. Should the Cardholder continue to keep or use the Debit Card after the specified date, the Cardholder shall be considered to have accepted the changes.

## **6.4 GOODS AND SERVICES TAX**

The Cardholder shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under the terms and conditions herein. BOC may debit the amount of such tax to the Card Account or debit the amount from any Account(s) the Cardholder maintains with BOC.

## **6.5 CHARGES RESULTING IN OVERDRAWN ACCOUNT**

BOC shall be entitled to debit the Card Account or any other Account(s) the Cardholder maintains with BOC in respect of any sum owed by the Cardholder to BOC (whether incurred as Card Transactions, fees, charges or otherwise) even if the Card Account would be overdrawn as a consequence.

## **6.6 REVERSAL OF ENTRIES**

If any payment has been made by BOC as a result of the Cardholder's use or purported use of Electronic Services:

- a) and the Card Account was consequently debited, but the debit was reversed in error or the Card Account was not debited at all; or
- b) after any payment instruction was given on the Card Account but before such payment instruction has been honoured,

then BOC shall be entitled to correct the Card Account by (i) debiting the Card Account with the amount paid by BOC; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Card Account, as the case may

be.

## **6.7 USE OF CARD OUTSIDE SINGAPORE**

Transactions in foreign currency (other than Renminbi for China Union Pay Debit Card with the conditions as referred to in Clause 3.1 and 5.6 above) shall be converted to Singapore dollars on the date of conversion based on the prevailing wholesale currency market rates or the government-mandated rate, as shall be determined by the respective card associations, namely MasterCard International and China Union Pay. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on BOC or as a direct charge to the Cardholder. An administrative fee of 1.5% of the foreign currency transaction amount for services provided or actions taken by BOC in relation to such foreign currency transactions shall be payable by the Cardholder and debited to the Card Account. Card Transactions outside Singapore require additional activation before use. Please contact BOC for details.

## **7. TERMINATION OF USE OF CARD AND CARD ACCOUNT**

### **7.1 BOC'S RIGHT TO TERMINATE**

BOC may suspend or terminate the Card Account or the Cardholder's usage of the Electronic Services at any time. Upon termination, the Cardholder shall not use or attempt to use the PIN and/or Debit Card. Any such use shall be fraudulent. For security reasons, please cut the Debit Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Debit Card for any reason.

### **7.2 CARDHOLDER'S RIGHT TO TERMINATE**

The Cardholder may terminate his Card Account or the use of the Electronic Services at any time by giving BOC a written notice and returning to BOC (if applicable) the Debit Card cut in half. Upon termination, Cardholder shall not use or attempt to use the PIN and/or Debit Card. Any such use shall be fraudulent. For security reasons, please cut the Debit Card into half and dispose of it immediately.

### **7.3 OBLIGATIONS UPON TERMINATION**

Upon the termination of the Card Account for whatever reason, the Cardholder shall not continue to use the Debit Card. The Cardholder's obligations under the terms and conditions herein will continue and BOC shall be entitled to debit the Card Account or any other Account the Cardholder maintains with BOC for Card Transactions that are carried out before or after the termination of the Card Account. Until such transactions and all fee and charges imposed by BOC according to the terms and conditions herein are paid in full, the Cardholder (and any other person, if any, in whose name the Card Account is maintained) shall remain liable to BOC.

## **8. INDEMNITY**

BOC shall not under any circumstances be liable to the Cardholder for any loss and damage suffered by the Cardholder for any reason or if the Debit Card cannot be honoured or used to effect, process or conduct any transaction or if it is retained in an ATM. The Cardholder shall solely bear any loss and damage incurred or suffered arising from or in connection with the use of the Debit Card. The Cardholder shall indemnify BOC against any liability, loss, damage, including solicitor and client costs



and expenses (legal or otherwise) which BOC may sustain or incur, directly or indirectly, by reason of making available the Debit Card or the Electronic Services or having entered into the terms and conditions herein with the Cardholder or enforcement of BOC's rights under the terms and conditions herein or in acting upon any instructions which the Cardholder may give in relation to the Debit Card or the Electronic Services or any negligence, fraud and/ or misconduct on the Cardholder's part or on the part of any agents or representatives of the Cardholder or the Cardholder's breach of the terms and conditions herein.

## **9. EXCLUSIONS AND EXCEPTIONS**

### **9.1 NON-ACCEPTANCE OF CARD**

BOC is not liable in any way:

- a) should the Debit Card or PIN be rejected by a Merchant or any terminal used to process Card Transactions or if BOC refuses for any reason to authorise any Card Transaction;
- b) for any malfunction, defect or error in any terminal used to process Card Transactions, or other machines or system of authorisation whether belonging to or operated by BOC or other persons;
- c) for any delay or inability on BOC's part to perform any of BOC's obligations under the terms and conditions herein or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, act of god, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside BOC's control or the control of any of BOC's servants, agents or contractors or any fraud or forgery or;
- d) for any damage to or loss or inability to retrieve any data or information that may be stored in the Debit Card or any microchip or circuit or device in the Debit Card;
- e) for BOC's compliance with any instruction given or purported to be given by the Cardholder relating to the Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- f) if the Cardholder is deprived of the use of any Electronic Services as a consequence of any action by BOC and/or any Merchant; or
- g) any Electronic Service not being available due to system maintenance or breakdown/non-availability of any network; or
- h) for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Merchant, or any agent or subcontractor of any of the foregoing; or
- i) for any delay in the release of any amount placed on hold on account;
- j) for any failure by BOC to honour cheques drawn or follow payment instructions from Cardholder due to insufficient available balance in the Card Account (including situation where for the amount placed on hold or the delay in releasing the hold, would have a sufficient available balance to honour such payment instructions).

In any event, BOC is not liable for anything done or omitted to be done except in the case of its own gross negligence or willful default.

### **9.2 PROBLEMS WITH GOODS AND SERVICES**

BOC is not liable in any way should the Cardholder encounters any problems with the goods and services that the Cardholder obtains through the use of the Debit Card or the Electronic Services nor is BOC responsible for any benefits, discounts or programs of any Merchant that BOC make available to the Cardholder. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, BOC shall be entitled to debit the Card Account or any other Account(s) the Cardholder maintains with BOC the full amount pursuant to that Card Transaction. If the Cardholder has any complaint against a Merchant, the Cardholder shall resolve such dispute directly with such Merchant. Any such dispute is between the Cardholder and the Merchant and BOC shall not be deemed to be a party to such dispute.

### **9.3 NO LIABILITY FOR CONSEQUENTIAL LOSS**

BOC shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of the Electronic Services or the Cardholder's usage of the Debit Card.

### **9.4 NO LIABILITY FOR CARD-NOT-PRESENT TRANSACTIONS**

BOC may, in its own discretion and without giving prior notice approve or authorise such Card-Not-Present Transactions in which event the Cardholder shall be liable for all Card-Not-Present Transactions effected through the use of the Debit Card for any reason. BOC shall not be liable to the Cardholder in any way for any authorisation done in connection with Card-Not-Present Transactions.

## **10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES**

### **10.1 Conclusive Evidence**

Any of BOC's records relating to Card Transactions with the Cardholder's signature or authorised by the Cardholder's PIN are conclusive evidence of their accuracy and authenticity and shall be binding on the Cardholder for all purposes.

### **10.2 Statements**

BOC will send a Card Account statement to the Cardholder on a monthly basis. The Card Account statement shall be conclusive evidence of the state of the Card Account between BOC and the Cardholder. The Cardholder shall notify BOC if the Cardholder discovers any errors or inaccuracies in any Card Account statement. If the Cardholder fails to inform BOC of any error or inaccuracy in the Card Account statement within seven (7) days from the date of receipt, the contents of the Card Account statement shall be conclusive and binding on the Cardholder.

## **11. AMENDMENTS**

### **11.1 CHANGES TO AGREEMENT**

BOC may at any time and upon notice to the Cardholder, change the terms and conditions herein and/or create new terms and conditions. Such change(s) shall take effect from the date stated in the notice. If the Cardholder does not accept such change(s), the Cardholder shall forthwith discontinue any use of the Debit Card. Should the Cardholder continues to use the Debit Card and/or the Electronic Services after such notification, the Cardholder shall be deemed to have agreed with and have accepted such change(s).

## **12. DISCLOSURE OF INFORMATION**

### **12.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE**

In addition to disclosure of information as permitted in Clause 20.3 of the Part A General Terms and Conditions Governing Accounts (herein referred to as "Part A"), the Cardholder further consents to and permits BOC to disclose any information relating to the Card Transaction to:

- a) any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on BOC's behalf;
- b) any person or organisation for the purpose of marketing or promoting any services or products whether BOC's own or tied up by BOC;
- c) China Union Pay, MasterCard and/or other corresponding card organizations;
- d) any person or organisation for the purpose of collecting or recovering on BOC's behalf, or securing for Cardholder's benefit or repaying on Cardholder's behalf, any sums of money owing to BOC from Cardholder;
- e) any Merchant or third party which has a legitimate business purpose for obtaining such information, including offering Cardholder products or services in connection with or to facilitate the use of Electronic Services;
- f) any person or organisation where such disclosure is necessary to complete any Card Transaction; or
- g) any person or organisation involved in the sending or delivering of any communication to Cardholder's last known address on BOC's records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo).

### **12.2 ADDITIONAL RIGHTS**

BOC rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

### **12.3 ACKNOWLEDGEMENT**

The Cardholder acknowledges that:

- a) there may be inadvertent disclosure of Information by BOC and/or of BOC's officials in the course of providing information, whether to third parties in Singapore or otherwise, relevant to transactions made or purported to be made by the Cardholder and the Cardholder consents to such inadvertent disclosure; and
- b) equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and third parties may have or be able to gain access to any Information transmitted over the relevant system, and the Cardholder agree not to hold BOC liable in any way in this respect.

### **12.4 NO LIABILITY FOR PERMITTED DISCLOSURE**

Neither BOC nor any of its officials shall be liable for any loss or damage suffered by the Cardholder or as a result of any disclosure of any Information which the Cardholder has consented to BOC and/or any of BOC's officials disclosing.

## **12.5 PROVISION OF INFORMATION**

The Cardholder shall provide BOC with any information or documentation that BOC may reasonable request relating to the Cardholder's use of the Debit Card or the Electronic Services and shall cooperate with BOC in any related investigation or litigation. The Cardholder shall be responsible for the accuracy and truthfulness of the data provided by the Cardholder to BOC. The Cardholder must immediately inform BOC of any change in his particulars.

## **13. SET OFF AND CONSOLIDATION**

### **13.1 EXTENT OF BOC'S RIGHTS**

BOC shall be entitled at any time and without notice to the Cardholder to combine or consolidate the moneys in any of the Cardholder's accounts maintained with BOC (whether matured or not) and/or set off or transfer any sums that the Cardholder's account(s) is in credit of, towards the repayment of sums owed by the Cardholder to BOC on regardless of whether BOC has terminated the use of the Debit Card or Card Account or the Cardholder's use of the Electronic Services and/or whether the balance owed to BOC has become due or payable.

### **13.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES**

Where any set off or consolidation undertaken by BOC involves the conversion of one currency to another, BOC shall make the necessary conversion at BOC's prevailing currency exchange. Any losses that may arise from such conversion shall not be recoverable from BOC.

## **14. COMMUNICATION AND SERVICE OF DOCUMENTS**

### **14.1 COMMUNICATION**

BOC may send any Debit Card notices, Card Account statements or any other communication to the Cardholder by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to the Cardholder's last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by the Cardholder on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on two (2) Business Days after the date of posting if sent by post in Singapore.

## **15. SMS ALERTS SERVICE**

15.1 For the purpose of this Clause 15, "SMS Alerts Service" means the service that BOC sends transactional SMS alert (the "SMS Alert") to the mobile phone with the number nominated by the Cardholders for receiving the SMS Alert Service.

15.2 The Cardholder will automatically be enrolled in the SMS Alerts Service subject to the Debit Card being in good standing.  
Each SMS Alert is sent based on a set of pre-determined criteria decided by BOC. Cardholders are not

allowed to amend, alter or modify the set of pre-determined criteria.

- 15.3 The SMS Alert Service is subject to the terms of the Cardholder's agreement with his mobile phone service provider. The Cardholder shall ensure that his mobile phone and number is able to receive such SMS Alert both in Singapore and overseas, and the Cardholder shall be responsible for any fee imposed by Cardholder's respective mobile phone service provider.
- 15.4 BOC will send One Time Password ("OTP") for online transaction to the Cardholder's Singapore mobile phone number that is registered in BOC's record. BOC shall not be liable to the Cardholder if the said mobile phone number is wrong or due to any reason that causes OTP cannot be sent successfully or promptly to the Cardholder.
- 15.5 Each SMS Alert is not encrypted and may include details pertaining to the Card Transaction(s). The Cardholder shall be responsible for the security of his mobile phone. BOC shall not be liable in any way to any party should any SMS Alert be viewed or accessed by persons other than the Cardholder.
- 15.6 BOC shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from:-
- (a) the non-delivery, the delayed delivery, or the misdirected delivery of a SMS Alert;
  - (b) the non-receipt of a SMS Alert;
  - (c) inaccurate or incomplete content in a SMS Alert;
  - (d) reliance on or use of the information provided in a SMS Alert for any purpose; or
  - (e) any third party, whether authorised or not, obtaining Cardholder's Card Account information contained in the SMS Alert by accessing the Cardholder's mobile phone.
- 15.7 A SMS Alert does not constitute a record of the Card Account or Card Transaction to which it pertains. BOC does not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving the Card Account. The SMS Alert Service does not free the Cardholder from the responsibility of safeguarding the physical security and authorized use of the Debit Card or Card Account, and it does not entail that BOC will automatically be liable for any unauthorized transaction that may be charged to the Card Account.
- 15.8 BOC may cease to provide the SMS Alert Service:
- (a) if the terms and conditions herein are not complied with;
  - (b) if the Card Account is terminated for whatever reason;
  - (c) upon the death or contractual incapacity of the Cardholder;
  - (d) upon written request of the Cardholder;
  - (e) in the event of improper operation of the Card Account by the Cardholder; or
  - (f) at BOC's discretion.

## **16. MISCELLANEOUS**

### **16.1 TRANSACTIONS INVOLVING FOREIGN CURRENCY**

If the currency of any Card Transaction is different from that which the Card Account is maintained, BOC shall be entitled to convert such transaction into the currency of the Card Account or any other currency at such rate(s) of exchange as BOC may determine and debit the Card Account with the amount of the Card Transaction. BOC may charge, credit and debit, as applicable, all sums payable to

BOC under the terms and conditions herein to the Card Account and for this purpose convert credits and charges incurred into the currency of the Card Account at such rate (s) of exchange as BOC may determine.

#### **16.2 PROVISIONS OF CARD ACCOUNT TO PREVAIL**

The provisions of the terms and conditions herein shall supplement and not replace the provisions of any agreement the Cardholder may have BOC with respect to any Card Account or the Electronic Services, any other agreement(s) between BOC and the Cardholder or any of BOC's rights arising under any such agreement(s). Should the provisions of the terms and conditions herein and the provisions of any such other agreement conflict, the provisions of the terms and conditions herein shall prevail. The terms stated herein shall always be read and considered together with the terms stated in the General Terms and Conditions Governing Accounts which the Cardholder acknowledges and further agrees that the terms stated in General Terms and Conditions Governing Accounts are applicable to the matters stated herein. In the event of any conflict or inconsistency between the terms stated herein and General Terms and Conditions Governing Accounts, the terms stated herein shall prevail.

#### **16.3 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

BOC may provide at its sole discretion, additional services, benefits or programmes in connection with the use of the Debit Card. Such additional services where provided, do not form part of BOC's legal relationship with the Cardholder and BOC may withdraw or change these services at any time without notice to the Cardholder. Those additional services benefit or programmes may be subject to their own terms and conditions.

The frequency and manner of the use of the Debit Card, the limits of withdrawals, transfers and deposits, the operating hours, the scope of operation, facilities and services available shall be determined by BOC from time to time at its discretion.

#### **16.4 CHANGE OF CARD ACCOUNT NOT TO AFFECT PAYMENT ARRANGEMENT WITH OTHER FINANCIAL INSTITUTION**

Should the Cardholder make any arrangement with any financial institution for the credit of the Card Account, whether at regular intervals or otherwise, and should the Card Account be terminated and replaced with another Card Account whether because of loss of the Debit Card or otherwise, such arrangement shall continue in relation to the new Card Account as from the date when the first Statement with respect to the original Card Account is sent to the Cardholder.

#### **16.5 INSTRUCTION FROM CARDHOLDER**

Where Debit Card has MasterCard/China Union Pay network Card Transaction functionality, Cardholder acknowledge and accept that Card Transactions are via corresponding network or BOC network, Cardholder will be subject to such limits on the Card Transaction amount as prescribed by such networks or BOC and bound by the rules of such network governing such transactions including by not limited to rules governing dispute resolution.