

Terms and Conditions Governing eStatement Facility for Corporate Accounts

Please read these Terms and Conditions carefully before applying for our eStatement Facility for corporate bank accounts.

1. Definitions

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

“**Account**” means any corporate bank account(s) of any description of the Account Holder held with BOC in single name (whether in trust and whether present or future and of a deposit, investment, borrowing or leveraged nature) through which BOC may provide facilities and/or services to the Account Holder from time to time;

“**Account Holder**”, “**you**” and “**your**” means the person(s) whose name in the BOC account is maintained and where the context so permits, include(s) the successor(s), trustee(s) in bankruptcy, or the Authorised Person(s);

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

“**eStatement**” means the electronic statement(s) of account, transaction records and advices referred to above in “eStatement Facility”;

“**eStatement Facility**” means the BOC electronic statement facility wherein the account holder may perform online viewing of his/her statement of account(s) and where applicable, transaction records or advices in an electronic form, which may be accessed through BOC’s Online Banking Service and/or such other channel as BOC may designate from time to time;

“**Terms and Conditions**” means the terms and conditions governing the eStatement Facility set out herein;

“**Website**” means BOC’s official Internet website, currently having the domain address: www.bankofchina.com/sg, as may be amended, supplemented or replaced from time to time at BOC’s sole discretion.

2. By using the eStatement Facility, the Account Holder is deemed to have agreed to be bound by:

- a. the Terms and Conditions;
- b. the Terms and Conditions Governing Online Banking Services;
- c. the General Terms and Conditions Governing Accounts;

d. all terms and conditions governing the facilities in respect of which the eStatement is issued or generated, other facilities, benefits or services that BOC may from time to time make available to you in connection with the eStatement Facility; and

e. all laws, rules, regulations and official issuances applicable to the eStatement Facility, now existing or which may hereinafter be enacted, issued or enforced.

3. Enrolment in the Online Banking Services is a condition to using the eStatement Facility. Notwithstanding anything contained in the foregoing, the Account Holder shall, save where the bank accounts of the Account Holder are: (a) passbook account(s); (b) bank account(s) where no statements of account (whether paper-based or otherwise) are provided by BOC in relation to such bank account(s); or (c) bank account(s) which BOC deems not to be eligible for the eStatement Facility, apply to enroll in the eStatement Facility in such manner as may be prescribed by BOC. BOC shall have absolute discretion to decline any application for enrolment in the eStatement Facility without giving any reason or prior notice.

4. BOC reserves the right to impose such fee(s) for the use of the eStatement Facility from time to time and at any time at BOC's absolute discretion without any prior notice to or prior consent of the Account Holder.

5. Upon enrolment of the Account Holder to the eStatement Facility, paper-based statements of account and where applicable, transaction records and advices may cease to be generated and issued to the Account Holder on such date as may be decided by BOC at its sole discretion.

6. Notwithstanding anything contained in Clause 3 above, BOC shall have absolute discretion to make available to the Account Holder or to vary, modify, restrict, withdraw, cancel, suspend or discontinue from time to time and at any time, the eStatement Facility or use thereof by the Account Holder on such terms as BOC may notify the Account Holder, including automatically enrolling the Account Holder into the eStatement Facility, without giving any reason or prior notice. By using the eStatement Facility after any modification or change has been effected, the Account Holder is deemed to have agreed to such modification or change.

7. Availability of the Account Holder's eStatement on statement date (as determined by BOC at its absolute discretion) shall be deemed the date of delivery to and date of receipt by the Account Holder of the eStatement. The eStatement shall remain available for viewing for such period as BOC may at its sole discretion determine. The Account Holder shall accept and view the eStatement and make payment in a timely manner.

8. In some circumstances or upon the occurrence of certain events as determined by BOC, BOC may send or continue to send to the Account Holder paper-based statement of account, transaction records or advice to the Account Holder's last known or recorded mailing address. The Account Holder shall accept and view the statement of account, transaction records or advice and to make payment in a timely manner.

9. The Account Holder understands and accepts that certain transactions performed on or before the statement date in question may not be posted and provided in the eStatement as a result of system delay, network failure and/or technical fault. The Account Holder shall not in any way hold BOC responsible for such omission(s) or for any loss incurred, sustained or suffered by the Account Holder or any other person in reliance thereon.

10. BOC shall not be liable if the Account Holder is unable to gain access to the eStatement Facility and if some or all of the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other cause that is beyond BOC's control.

11. The Account Holder shall ensure that the Account Holder's eStatement Facility is not accessed by any unauthorized third party. BOC does not warrant now and hereinafter the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable Internet service provider, network system or such other equivalent system in any jurisdiction via the eStatement Facility and the Account Holder shall not in any way hold BOC responsible for any losses incurred, sustained or suffered by the Account Holder or any other person as a result thereof.

12. The Account Holder shall view and check the eStatement in a timely and responsible manner. If there is any delay or failure in the delivery of the eStatement or any error contained in the eStatement, the Account Holder shall promptly contact BOC's Customer Service Executives at the following telephone number: 1800-6695566, or such other contact number as may be updated by BOC from time to time.

13. Cancellation of use of the eStatement Facility may be effected by the Account Holder by submitting to BOC the necessary documentation as required by BOC. BOC shall have the absolute discretion to approve or decline at such time as it deems fit any request by the Account Holder to cancel the eStatement Facility. Such cancellation shall not affect any rights or obligations accrued prior to the effective date of cancellation.

14. Where BOC has not given prior notice in respect of cancellation, suspension or discontinuation of use of the eStatement Facility by the Account Holder, BOC shall as soon as practicable give notice to the Account Holder of such cancellation, suspension or discontinuation by one or more such notification method(s) as BOC may elect in accordance with Clause 20 below.

15. Upon cancellation of the eStatement Facility, BOC shall as soon as practicable generate and send paper-based statement of account, transaction records or advice to the Account Holder's last known mailing address that is kept in BOC's records. Notwithstanding the foregoing and cancellation of the eStatement Facility, eStatement may continue to be sent to the Account Holder until such time as BOC in its sole discretion processes the Account Holder's request to cancel the eStatement Facility.

16. Notwithstanding anything to the contrary, BOC shall not be held responsible for any loss, claim, demand, actions, proceedings, award, damages, liability, fee, charge, expense or costs (including all legal costs) whatsoever and howsoever arising and

incurred, sustained or suffered by the Account Holder in relation to or in connection with the eStatement Facility.

17. The Account Holder undertakes to keep BOC and each of its officers, employees, agents, advisers and independent contractors (the “**Indemnified Parties**”) harmless from and indemnify and keep BOC and each of the Indemnified Parties indemnified against all claims, demands, actions, proceedings, liabilities, damages, awards, losses, fees, charges, expenses and costs (including all legal costs on a full indemnity basis) whatsoever and howsoever arising and incurred, sustained or suffered by the Account Holder in relation to or in connection with the eStatement Facility or the Terms and Conditions.

18. Without prejudice to Clause 2 above, the Terms and Conditions shall be read in conjunction with the Terms and Conditions Governing Online Banking Services. In the event that there is any conflict between the former and the latter, the Terms and Conditions shall prevail.

19. BOC may at any time at its sole and absolute discretion and upon notice to the Account Holder, amend, vary, modify, cancel or supplement any provision of the Terms and Conditions. Such change shall come into full force and effect from the date specified in the notice and in the event where no effective date is specified, such change shall come into full force and effect thirty (30) calendar days from the date of the notice.

20. BOC may notify the Account Holder of any change to the Terms and Conditions using any one or more of the following notification methods:

- (a) publishing such changes in the statement of account, whether paper-based or electronic, to be made available to the Account Holder;
- (b) publishing such changes through BOC’s Online Banking Services;
- (c) displaying such changes at BOC’s branches or automated teller machines;
- (d) posting such changes on the Website;
- (e) electronic mail or letter to the Account Holder’s last known electronic mail address or mailing address respectively;
- (f) publishing such changes in any newspapers; and
- (g) such other means of communication as BOC may determine at its sole and absolute discretion.

21. A person who is not a party to the Terms and Conditions or any agreement provided in Clause 1 above has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy the benefits or to enforce any provision of the Terms and Conditions or such other applicable agreement.

22. The Terms and Conditions and any non-contractual obligations in connection with the Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore and the Account Holder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Singapore.
