

## Bank of China (Hong Kong) iGTB Services

### TERMS AND CONDITIONS FOR CORPORATE ELECTRONIC AND ONLINE SERVICES

#### 1. Scope of Application

- 1.1 These Terms apply to the various Electronic Services.
- 1.2 These Terms, together with the other iGTB Services Terms and the Account Terms, constitute the agreement between you and the Bank relating to the Electronic Services. In case of any inconsistency between these documents, these Terms shall prevail over the other iGTB Services Terms insofar as the Electronic Services are concerned which, in turn, shall prevail over the Account Terms.

#### 2. Definitions and Interpretation

- 2.1 In these Terms, unless the context requires otherwise:

**"Account"** means any account maintained by you with the Bank or any other Bank Group Member which is used in relation to the Electronic Services and includes, where the context requires or permits, any account registered by you and accepted by the Bank for the Electronic Services;

**"Account Terms"** means the terms and conditions governing the accounts maintained with, and the basic banking and financial services provided by, the Bank or any other Bank Group Member from time to time;

**"API"** means application programming interfaces;

**"Authorised Person"** means, in respect of the Customer or a Related Party, each individual to whom it confers authority to give instructions to the Bank in relation to the Electronic Services, including an Authorised Signatory, a Primary User, a Delegate User and any other authorised user of the Electronic Services from time to time as the context requires or permits in each case;

**"Authorised Signatory"** means each individual appointed by the Customer with full authority to act on its behalf for all matters in relation to the Electronic Services and the Accounts, and accepted by the Bank as such;

**"Authority"** means any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, or industry or self-regulatory body;

**"Bank"** means the Bank Group Member specified in the applicable Service Jurisdiction Addendum, and its successors and assigns;

**"Bank Group Members"** means collectively, the Bank, any holding company of the Bank and any subsidiary, associated or affiliated company of the Bank;

**"Credit Card Accounts"** means, collectively, all accounts maintained with the Card Company and all sub-accounts to the accounts maintained with the Card Company from time to time by the Customer for the Cardholders;

**"Card Company"** means the relevant Bank Group Member which issues commercial credit cards to the Customer;

**"Cardholders"** means the holders of the commercial credit cards issued by the Card Company to the Customer from time to time (except any type of commercial credit card designated by the Card Company);

**"Customer"** means a person to which the Bank provides any Electronic Services and includes each of its Authorised Persons where the context requires or permits;

**"Delegate User"** means each individual appointed by the Customer with specified authority to use and/or operate specified Electronic Services and/or Accounts, and accepted by the Bank as such;

**"Electronic Channels"** includes iGTB NET, iGTB MOBILE, iGTB CONNECT, iGTB SFTP, iGTB API and iGTB SCO;

**"Electronic Services"** means:

- (a) in respect of the Customer, each and all electronic and online services, channels, facilities and arrangements which the Bank may provide as part of the iGTB Services from time to time, including the Electronic Channels, API-related services and services relating to information consolidation, report generation and online services support and functionalities; and
- (b) in respect of a Related Party or a Non-Service Jurisdiction Entity, allowing it to designate and authorise the Customer to operate its Accounts and/or effect transactions on its behalf through one or more Electronic Channels subject to the provisions of these Terms;

**"Exchange Rate"** means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you;

**"iGTB API"** means the API and related services and functionalities called iGTB API or such other name(s) as designated or varied by the Bank from time to time.

**"iGTB CONNECT"** means the host-to-host interface (communication by way of exchanging messages) and related services and functionalities called iGTB CONNECT or such other name(s) as designated or varied by the Bank from time to time;

**"iGTB MOBILE"** means the corporate mobile banking channel and related services and functionalities called iGTB MOBILE or such other name(s) as designated or varied by the Bank from time to time;

**"iGTB NET"** means the corporate internet banking channel and related services and functionalities called iGTB NET or such other name(s) as designated or varied by the Bank from time to time;

**"iGTB SCO"** means SWIFT for corporate and related services and functionalities called iGTB SCO or such other name(s) as designated or varied by the Bank from time to time;

**"iGTB Services"** means any and all of the transaction banking services, products, facilities and arrangements which the Bank may provide from time to time to its commercial banking customers, including the Electronic Services and the Electronic Channels;

**"iGTB SFTP"** means the host-to-host interface (communication by way of exchanging secure files) and related services and functionalities called iGTB SFTP or such other name(s) as designated or varied by the Bank from time to time;

**"iGTB Services Terms"** means the terms and conditions governing the respective iGTB Services and/or Transactions, whether in the form of contract, terms and conditions, or any other form;

**"Non-Service Jurisdiction Entity"** means each person designated as a non-Service Jurisdiction entity of the Customer in accordance with Clause 4.10;

**"Primary User"** means each individual appointed by the Customer with full authority to obtain, use and/or operate the Electronic Services, and accepted by the Bank as such;

**"Regulatory Requirements"** means any and all of the following requirements whether applicable in or outside the Service Jurisdiction to which you or the Bank is subject or with which you or the Bank is expected to comply from time to time:

- (a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of civil law, common law or equity), or any embargo or sanction regime; and
- (b) any guideline, code, policy, procedure, direction, request, condition or restriction issued by any Authority;

**"Related Party"** means each person designated as a related party of the Customer in accordance with Clause 4.10 to which the Bank provides any Electronic Services and includes each of its Authorised Persons where the context requires or permits;

**"Service Jurisdiction"** means the jurisdiction or a location in the jurisdiction from which the Electronic Services are provided, as the context may require or permit;

**"Service Jurisdiction Addendum"** means, in respect of a Service Jurisdiction, the addendum which sets out the provisions applicable to the Electronic Services provided in that Service Jurisdiction and forms part of these Terms;

**"Signing Arrangement"** means the signing arrangement designated by the Customer and accepted by the Bank for giving instructions on its behalf in relation to the Electronic Services, including the Authorised Signatories, their respective specimen signatures, and any conditions or restrictions on their signing authority;

**"SWIFT"** means Society for World-wide Interbank Financial Telecommunications, a Belgian limited liability co-operative society, or the services provided or administered by it;

**"Trade Finance Services"** means the services, products, facilities and arrangements relating to trade and commerce business activities which the Bank may provide from time to time, including e-commerce, supply chain finance and factoring;

**"Transactions"** means any and all transactions which the Bank may arrange for or effect with or for you from time to time in connection with or through the Electronic Services;

**"You"** means the Customer and/or a Related Party, as the context may require; and

**"Your Information"** means all information relating to you, your Accounts, Transactions, Authorised Persons and activities held by the Bank from time to time, including information provided by or on your behalf to the Bank and information collected or compiled by the Bank.

2.2 In these Terms, unless the context requires otherwise:

- (a) a Clause is a reference to a clause of these Terms;
- (b) a person includes an individual, a corporation, company, partnership, sole proprietorship, trust, sovereign body or agency, government or municipal governmental agency, multilateral agency or organisation, or unincorporated body of persons;
- (c) words importing the singular include the plural and vice versa and words denoting a gender includes all genders;
- (d) a business day means a day (other than Saturday or Sunday) on which the banks are open for general business in the applicable Service Jurisdiction and a time of a day is a reference to the time in that Service Jurisdiction and time is of the essence of these Terms;
- (e) **"including"** or **"includes"** means including or includes, without limitation;
- (f) reference to a Regulatory Requirement is a reference to the relevant Regulatory Requirement as it is in force from time to time;

- (g) reference to an agreement, document or provision is a reference to the relevant agreement, document or provision as supplemented, extended, restated, amended or replaced from time to time; and
- (h) "**tax**" includes any tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or in the future imposed, levied, collected, withheld or assessed by any taxing or other authority, and "**taxation**" shall be construed accordingly.

2.3 The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.

### **3. Types of Customers and Related Parties**

In these Terms, unless the context requires otherwise:

- (a) where you are a corporation, reference to "**you**" means the corporation and its successors and permitted assigns;
- (b) where you are a sole proprietorship, reference to "**you**" means the sole proprietor and its personal representatives, lawful successors and permitted assigns;
- (c) where you are a partnership or any body other than a corporation, reference to "**you**" means respectively, the present and future partners of the partnership, or the persons from time to time conducting the business and affairs in the name of that body, and their respective personal representatives, lawful successors and permitted assigns, and any agreement or document entered into or executed by you shall continue to bind the partnership or that body notwithstanding any change in its constitution, name or membership by reason of death, bankruptcy, retirement, disability or admission of partners or persons for conducting its business or affairs, or the occurrence of any other event which may dissolve the partnership or that body;
- (d) in the case set out in paragraph (c) above, the Bank may exercise any of its rights against any one or more of the partners or persons mentioned in that paragraph, and any notice given by the Bank to any of them is effective notice to all of them whereas any notice given by any of them to the Bank will be effective for itself only unless otherwise agreed by the Bank.

### **4. Electronic Services – General Provisions**

4.1 The provisions in this Clause 4 apply to all of the Electronic Services.

#### **4.2 Governing terms**

- (a) The Electronic Services are provided by the Bank, and shall be used by you, subject to the Regulatory Requirements, these Terms, the other iGTB Services Terms and the Account Terms. The Bank has the right to take or refrain from

taking any action having regard to the Regulatory Requirements. All decisions made by the Bank accordingly shall be binding on you.

- (b) By subscribing to any Electronic Services, you will be taken as having accepted and will be bound by these Terms. If the terminology or defined terms relating to the Electronic Services on the Bank's website or other sources are inconsistent with the corresponding terminology or defined terms in these Terms, the latter shall prevail.
- (c) The Bank may amend these Terms from time to time and make the up-to-date version available in such manner and by such means as the Bank may consider appropriate, including on the Bank's website or display in banking halls. You shall read the latest version of these Terms made available by the Bank carefully before giving any instruction through or in relation to the Electronic Services. By giving any instruction, you shall be taken as having accepted the latest version of these Terms.

#### 4.3 The Bank's right to prescribe Electronic Services, conditions and procedures

- (a) The Bank has the right to set and vary the types and functions of the Electronic Services, and the conditions and procedures applicable to their availability and use from time to time.
- (b) For setting up, use, operation, variation or termination of any of the Electronic Services, you shall:
  - (i) sign or accept the forms and documents;
  - (ii) supply the information and materials; and
  - (iii) comply with the procedures and other requirements set out in any applicable user manual or reference (whether in paper or electronic form),

in each case as the Bank may reasonably prescribe, review or supplement. These forms, documents, information and materials may be signed, accepted, supplied and sent by you by electronic or manual means as the Bank may require or accept.

- (c) The Bank has the right to accept or refuse the use of any of the Electronic Services by you at any time without giving notice or reason.

#### 4.4 Equipment and installation for accessing Electronic Services

- (a) You shall at your own cost install and maintain (including any updates, upgrades, enhancements and improvements) the necessary computer and other equipment, devices and facilities (including hardware and software) that are compatible with the Bank's system for accessing and using the Electronic Services. You shall connect your own systems to the Bank's system and use the equipment, devices and facilities of such specifications, model, format, kind or nature that

the Bank may prescribe or permit from time to time, including installing and maintaining the necessary software and firewall system (as the Bank may prescribe or accept) in your computer and transmission systems used to access the Electronic Services to ensure safety and security in the transmission of data and instruction to the Bank. You shall ensure that you are properly licensed to use the relevant software, equipment, devices, facilities, systems and connections and your use will not infringe the right or intellectual property of any other person. You shall conduct such tests on your equipment, devices and facilities as the Bank may reasonably require and provide copies of the test reports to the Bank. You shall, if required by the Bank, obtain a recognised digital certificate issued by a certification authority prescribed or permitted by the Bank in order to access any Electronic Services.

- (b) You shall bear all cost and expenses incurred by you in connection with the access and use of the Electronic Services, including telephone, Internet service and other charges.
- (c) Details of the Electronic Services and the Bank's specifications and operational requirements are set out in the user manual or reference provided by the Bank. You shall access the Electronic Services using such communications format as the Bank may prescribe or permit.
- (d) If the Bank supplies any software, user manual or other materials to you, all rights (including copyright and other intellectual property) in or associated with them remain with the Bank. You shall keep them confidential and use them solely for accessing the Electronic Services. You shall return them to the Bank on request and shall not keep any copy in any form or medium.

#### 4.5 Responsibility and Security Risks

- (a) The Bank offers the Electronic Services for your convenience. You understand and accept the risks associated with the Electronic Services, and shall take appropriate security measures to control and manage the risks. The principal risks include disruption or failure in transmission of the instructions, accidental or unauthorised disclosure of the instructions, tampering or interception of instructions, and inadequacy or breakdown of the electronic services, network or facilities. The Bank shall not be liable for any loss that may be incurred or suffered by you or any other person as a result of the Bank delaying or declining to act on any instruction or the Bank acting on any unauthorised instruction which the Bank believes in good faith to be genuine.
- (b) You understand and agree that the Bank will scan your electronic or mobile device and the application(s) installed in such device when you access iGTB MOBILE and examine the permission rights of the application(s) installed in such device for the purpose of protecting your data against unauthorised or accidental access or use and/or complying with any applicable regulatory requirements. If the Bank suspects that your electronic or mobile device contains malicious or suspicious applications (including those installed via unofficial sources with excessive permissions), the Bank may, at any time at its

discretion without giving notice or reason, suspend or prohibit you from accessing iGTB MOBILE with such electronic or mobile device.

- (c) You are responsible for taking appropriate measures having regard to your circumstances:
  - (i) to monitor and control the appointment and change of the Authorised Persons, and notify each Authorised Person of the scope and limits on his authority in giving instructions to or dealing with the Bank;
  - (ii) to ensure that each Authorised Person acts within the scope of his authority in a proper and responsible manner and complies with these Terms; and
  - (iii) to safeguard against instructions being given by unauthorised persons or for unauthorised purposes, including to ensure that each Authorised Person safeguards his personal device, password, user code, personal identification number, encryption or other security key, and other personal or log-in credentials from loss, theft or unauthorised use. It is recommended to set expiry date on the use of personal or log-in credentials and to change them on a regular basis and whenever necessary or appropriate.
- (d) You understand and agree that the password, user code, personal identification number, encryption or other security key, or other personal or log-in credentials of an Authorised Person may be used to register any Account to make it accessible through any Electronic Services.
- (e) If you know or suspect that an instruction sent through any Electronic Services is unauthorised or any personal device, password, user code, personal identification number, encryption or other security key, or other personal or log-in credentials of an Authorised Person is compromised, corrupted, lost or stolen, you shall notify the Bank as soon as reasonably practicable by such means prescribed or accepted by the Bank. In that case, the Bank has the right to suspend or terminate your use of the Electronic Services with immediate effect and/or to prescribe the necessary conditions and procedures for continuing use. The Bank has the right to act on a notification received by the Bank which it believes in good faith to be genuine and the Bank may (but is not obliged to) obtain your confirmation before acting.
- (f) You shall be responsible for all unauthorised transactions effected with any of your passwords, user codes, personal identification numbers, encryption or other security keys, or other personal or log-in credentials if you or any Authorised Persons acted fraudulently or negligently or do not comply with the obligations in this Clause 4.5.

#### 4.6 Authorised Persons and their authority

- (a) The Customer may appoint and remove its Authorised Persons and confer, vary and/or restrict the authority (including the authority to delegate and further



authorise as appropriate) on them to act on behalf of the Customer for such matters and purposes relating to the Electronic Services, Accounts, Transactions, Related Parties and Non-Service Jurisdiction Entities from time to time.

- (b) The Customer may designate the Signing Arrangement that is applicable to a particular Account or a particular iGTB Services as the standing Signing Arrangement that applies to the Electronic Services. In this case:
  - (i) any change to the standing Signing Arrangement shall apply correspondingly to the Electronic Services; and
  - (ii) if the Account or iGTB Services from which the standing Signing Arrangement originates is suspended or terminated for any reason whether by the Customer or by the Bank, the standing Signing Arrangement shall continue to apply in full force and effect to the Electronic Services.

#### 4.7 Log-in credentials

- (a) Log-in credentials (including passwords and personal identification number or code) relating to the Authorised Persons for accessing and using the Electronic Services will be assigned in such manner as the Bank may specify from time to time. The Customer shall ensure that each Authorised Person handles and uses the log-in credentials in accordance with the Customer's direction and the operational and other requirements reasonably specified by the Bank from time to time.
- (b) The Bank identifies the users of any Electronic Services by the login user ID, passwords and other personal credentials. The Bank will designate the means and types of passwords and credentials, which may include digital signature, identification number, access or session code.
- (c) Use of passwords and other personal credentials is an important way to protect the Customer's interest. The Customer shall keep and ensure that each Authorised Person keeps the passwords and personal credentials secret and secure. Where the Bank assigns the initial passwords, the Customer shall and shall ensure each Authorised Person change the initial password as soon as reasonably practicable upon receipt.
- (d) The Customer shall notify the Bank of the defined scope of authority of each Authorised Person for accessing and using the Electronic Services, including any limits on the types or value of withdrawal, transfer or other transactions which he is authorised to effect on the Customer's behalf. The Customer shall ensure that each Authorised Person acts within his defined scope of authority. All instructions given to the Bank by an Authorised Person within his defined scope of authority are binding on the Customer.

#### 4.8 Instructions and Transactions

- (a) The Customer directs and authorises the Bank to accept and execute its instructions in connection with the iGTB Services (including cash management and treasury services, and Trade Finance Services) received by the Bank through any Electronic Channel. The instructions received by the Bank through any Electronic Channel may be processed automatically by the Bank's system without manual intervention or oversight.
- (b) The Customer expressly confirms that any Transaction effected by the Bank in accordance with an instruction given by an Authorised Person shall be binding on it even if the instruction was not within the scope of the Authorised Person's authority or even if the authority of the Authorised Person is expired or revoked before the Transaction is effected by the Bank. The Bank is not under an obligation to reject that instruction and is not liable for effecting the Transaction.
- (c) Any instruction sent by or on behalf of the Customer quoting the applicable user ID and log-in credentials and received by the Bank is conclusive and binding on the Customer, notwithstanding any different requirement specified by the Customer for operating Accounts or giving instructions to the Bank in the relevant account mandate or by other means. The Customer shall not dispute such instruction nor claim that the Transaction effected pursuant to such instruction was not authorised by it. The Customer will be liable for all consequences and losses arising from instructions given to the Bank by quoting an applicable log-in credentials.
- (d) The Bank may regard the instructions received by the Bank as being intended and authorised by the Customer. The Bank is not obliged to verify the identity of the person giving an instruction or its authenticity, except for checking the log-in credentials used for sending the instruction. The Bank has the right to act on each instruction received by it as a separate instruction unless the Bank actually knew before execution that the instruction was a duplicate of another instruction.
- (e) An instruction once sent cannot be altered or cancelled without the Bank's prior consent.
- (f) The Bank has the right to prescribe the manner and format for giving instructions, including any time-related requirement. The Customer shall ensure that each Authorised Person complies with the requirements prescribed by the Bank. The Bank may (but is not obliged to) refuse to act on an instruction which does not comply with such requirements. The Bank may act on such instruction without enquiry or liability.
- (g) An instruction given after the cut-off time or outside the banking hours prescribed by the Bank may, at the Bank's discretion, either be rejected or executed on the next business day.
- (h) The Bank is not required to notify the Customer of the execution of an instruction or if any instruction or part of it cannot be executed. The Bank has the right to execute an instruction partially if it cannot be fully executed, or to

reject any instruction for any reason. The Customer is responsible for checking the instruction or transaction status made available by the Bank to the Customer.

- (i) An instruction given by an Authorised Person through an Electronic Channel is taken as a written instruction signed by the Authorised Person. The Customer shall not contest the validity or enforceability of the resulting Transaction on the ground that the instruction was sent through an Electronic Channel.
- (j) If the Customer requests re-confirmation or if the Customer is requested to provide further information relating to an instruction, the Bank has the right not to effect the instruction unless it receives the re-confirmation or further information within time.
- (k) The Bank's system will process each instruction as actually received. The Customer is solely responsible for sending clear, unambiguous and consistent instructions. The automated process of the Electronic Channels will not check whether an instruction conflicts with any other information provided to or held by the Bank before executing the instruction.
- (l) The Customer shall ensure that all instructions are consistent with Regulatory Requirements. The Customer shall also ensure that the Authorised Persons send the instructions to the Bank through the applicable Electronic Channels in accordance with the requirements and procedures which the Bank may reasonably prescribe from time to time.
- (m) The Bank has the right to accept or reject any instruction as it considers appropriate.
- (n) The Customer and the Bank may communicate through any channel or by any means other than the Electronic Channels as the Bank may prescribe or accepts.
- (o) Any account will be identified by the account number or other proxy as the Bank may specify from time to time. In handling a request or instruction relating to an Account, the Bank is not required to check the account name or other particulars of the Account apart from the particulars specified by the Bank for identifying the Account.
- (p) The Customer shall not use the Electronic Services for any purpose other than to conduct the types of transactions and activities which the Bank may make available or permit from time to time. The Customer shall not alter, circumvent or interfere with the operation of the Electronic Services or the Bank's website or facilities.

#### 4.9 Records and information

- (a) The Bank has the right to send or make available to the Customer any confirmation of Transaction, statement of account, instruction or transaction status, or other communication or record relating to the Electronic Services to the Customer by electronic means. The Bank may send any confirmation, statement, status information, communication or record to or make it available

at a secure location on the Bank's website or any other location or platform which is accessible by the Customer or the Authorised Persons using password, user code, personal identification number or other personal or log-in credentials. Any confirmation, statement, information, communication and record shall be taken as received by the Customer upon it being sent or made available in that manner. The Customer shall review and check it without undue delay.

- (b) To the extent permitted by Regulatory Requirements and unless the Customer otherwise instructs, the Customer consents to the Bank contacting it by any means on any financial services (excluding any investment services) which the Bank believes may be of interest to it.
- (c) Information and messages (including any pricing, interest rate, exchange rate or other quotation) made available to you on or through the Electronic Services are for your reference only and shall not be binding on the Bank unless confirmed by the Bank to that effect.
- (d) The Bank reserves the right to destroy any document or record when it is no longer needed having regard to the Regulatory Requirements.
- (e) For the purposes of providing the Electronic Services to the Customer, certain software or information from the Bank may be maintained on the Customer's equipment, computer or device.

#### 4.10 Related Parties and Non-Service Jurisdiction Entities

- (a) How to designate

A person may be designated as a Related Party or a Non-Service Jurisdiction Entity with the Bank's consent by completing the procedures and documents in form and substance satisfactory to the Bank and the relevant Bank Group Member, and satisfying the conditions specified by the Bank and the relevant Bank Group Member from time to time, including all of the conditions set out in this Clause 4.10.

- (b) Scope and effect of designation
  - (i) A person applying to the Bank to be designated as a Related Party or a Non-Service Jurisdiction Entity shall specify clearly in the application the Electronic Channel(s) for which it proposes to be designated as Related Party or Non-Service Jurisdiction Entity.
  - (ii) Each Related Party confirms and accepts the effect of designation in that the Authorised Persons of the Customer shall have the authority to operate its Accounts and effect Transactions on its behalf in accordance with the authority scope and limit conferred by the Customer to such Authorised Persons from time to time. Each Related Party expressly authorises the Bank to act on the instructions given by the Authorised Persons of the Customer and agree to be bound by them. By applying to the Bank to be designated as a Related Party for an Electronic Channel,

the Related Party agrees and confirms that the authority of the Authorised Persons of the Customer will be extended to cover each and all services, functionalities and products that the Bank may make available to the Related Party on the designated Electronic Channel at the time of designation and thereafter from time to time at the Related Party's request, without further notice to or consent from the Related Party but may be subject to the agreement of the Customer.

- (iii) The Customer and the Related Party shall give unanimous instruction to the Bank in order to terminate the designation of the Related Party. The Bank is entitled to treat the designation of a Related Party as effective until it is terminated by unanimous instruction of the Customer and the Related Party.

(c) Confirmation of the Customer and each Related Party

The Customer and each Related Party agree and confirm as follows:

- (i) the Customer accepts the designation of the Related Party and Non-Service Jurisdiction Entity and agrees to abide by any debit, transfer or transaction limit prescribed by the Bank or the relevant Bank Group Member;
- (ii) the Customer understands and accepts the risk of allowing fund transfers from its Accounts to the Accounts of the Related Party or Non-Service Jurisdiction Entity or to the accounts of any other person, including the risk of unauthorised transfers;
- (iii) without affecting any rights the Bank may have with respect to the Customer, the Related Party or Non-Service Jurisdiction Entity, the Bank may compound, discharge or vary the obligations of or grant time or other indulgence to or deal with the Customer, the Related Party or Non-Service Jurisdiction Entity;
- (iv) in giving instructions for accessing or operating the Accounts of the Related Party or the Non-Service Jurisdiction Entity, the Customer will comply with the terms and conditions of the relevant Bank Group Member applicable to such Accounts, failing which the Customer's instructions may be rejected by the Bank Group Member. The Customer will be deemed to have accepted changes in such terms and conditions if the designation of the Related Party or the Non-Service Jurisdiction Entity is not revoked before the effective date of the changes in question. The Customer's refusal to accept such changes will entitle the Bank to terminate the designation of the Related Party or the Non-Service Jurisdiction Entity in full or in part as the Bank in its sole discretion considers appropriate;
- (v) the Bank's sole responsibility with respect to a Related Party or the Non-Service Jurisdiction Entity whose Accounts are maintained with a Bank Group Member other than the Bank is to transmit the Customer's

instructions received by the Bank to the relevant Bank Group Member without any duty to review, verify or validate the instructions;

- (vi) the Bank may at any time, by public announcement only and without separate notice to the Customer, the Related Party or the Non-Service Jurisdiction Entity, change the daily hours of the availability of the Electronic Services or the cut-off time for receipt of the Customer's instructions given on behalf of the Related Party or the Non-Service Jurisdiction Entity. With regard to instructions received by the Bank after its daily cut-off time, the Bank may at its discretion decide either to regard such instructions as being received on the next business day, or to reject the instructions. The Customer and the Related Party understand and accept that the Customer's instructions are transmitted by the Bank to and executed by the relevant Bank Group Member in the jurisdiction where the Accounts of the Related Party are maintained, and execution will only take place during the normal hours of operation of the Bank Group Member on days on which it is open for business in that jurisdiction. The Bank may not be given prior notice of changes by the Bank Group Member in its daily hours of operation or cut-off time for execution of instructions, and the Customer's instructions may be rejected by the Bank Group Member if received by it after its daily cut-off time applicable from time to time;
- (vii) after execution of the Customer's instructions, the Bank will make available to the Customer the confirmation received by the Bank from the relevant Bank Group Member;
- (viii) the Customer's access to and operation of the Accounts of the Related Party or the Non-Service Jurisdiction Entity is subject to Regulatory Requirements. The Customer agrees to comply with all Regulatory Requirements and to provide the Bank and the relevant Bank Group Member with such information or documents required by the Bank, the Bank Group Member and/or any regulatory authorities;
- (ix) the Customer and the Related Party understand and accept that the Bank will collect data relating to the Related Party and its Accounts, and the Regulatory Requirements applicable in the Service Jurisdiction may oblige the Bank to retain such data in accordance with such Regulatory Requirements;
- (x) the Bank shall not be liable for any of the following, unless caused by its wilful misconduct or gross negligence:
  - (1) the relevant Bank Group Member's failure, delay or error in executing or processing the Customer's instructions;
  - (2) any error, malfunctioning or failure of the relevant Bank Group Member's system, equipment or software;
  - (3) any delay or interruption in having access to any Account of the Related Party or the Non-Service Jurisdiction Entity, or inability to use such Account;

- (4) any unauthorised access to any Account of the Related Party or the Non-Service Jurisdiction Entity or information relating to such Account; and
- (5) any inaccuracy or incompleteness in information provided by the relevant Bank Group Member.

The Bank shall have no obligation to notify the Customer or the Related Party of any of the above events;

- (xi) the Bank will not be responsible for answering, transmitting or in any way dealing with the enquiries of the Customer, the Related Party or the Non-Service Jurisdiction Entity relating to the Accounts of the Related Party or the Non-Service Jurisdiction Entity. The Customer, the Related Party and the Non-Service Jurisdiction Entity will direct such enquiries to the relevant Bank Group Member;
- (xii) the Customer shall be fully liable and responsible for all acts, omissions, liabilities, losses or other consequences arising from or in connection with the access, use and operation of the Accounts of the Related Party or the Non-Service Jurisdiction Entity and any information or data by the Customer and its Authorised Persons, and for any act or omission of the Related Party or the Non-Service Jurisdiction Entity;
- (xiii) without prejudice to any other indemnity given by the Customer, the Customer shall indemnify the Bank, the relevant Bank Group Member and their respective officers and employees against any liability, claim, demand, loss or expenses (including legal fees) arising from the access, use and operation of the Accounts of the Related Party or the Non-Service Jurisdiction Entity by the Customer or its Authorised Persons, or for any act or omission of the Related Party or the Non-Service Jurisdiction Entity, unless the same is caused by the wilful misconduct or gross negligence of the Bank, the relevant Bank Group Member and/or their respective officers or employees;
- (xiv) the Related Party shall comply with these Terms and abide by any debit, transfer or transaction limit prescribed by the Bank or the relevant Bank Group Member;
- (xv) in giving instructions to the Bank on behalf of the Related Party, the Authorised Persons of the Customer shall be regarded as the Authorised Persons of the Related Party and the provisions of Clause 4.7 and Clause 4.8 shall apply to the Related Party to the extent appropriate as if the Related Party were the Customer referred to in that Clause. The Related Party shall not appoint any other Authorised Person unless agreed by the Bank and the Customer. The Bank shall have the right to handle and execute (whether in whole, in part or not at all) the instructions received from the Authorised Persons of the Customer and of the Related Party respectively in such manner in the Bank's sole discretion as it considers appropriate and the resulting Transactions and consequences shall be binding on the Related Party;

- (xvi) the Bank has the right to send to the Customer any confirmation of Transaction, statement of account, instruction or transaction status or other communication or record relating to the Related Party. The receipt and acceptance of any confirmation, statement, status information, communication or record by the Customer or its Authorised Persons shall be regarded as receipt and acceptance by the Related Party and shall be binding on it accordingly;
- (xvii) the Bank may notify the Related Party by notifying the Customer; and
- (xviii) the Related Party understands and accepts the risk of allowing fund transfers from its Accounts to the Customer's Accounts or to the accounts of any other person, including the risk of unauthorised transfers.

#### 4.11 Information services and online support

- (a) In order to facilitate the provision and use of the Electronic Services, the Bank may provide such information services, online support and other functionalities as it considers appropriate from time to time. The Bank has the right to prescribe and vary the terms and conditions for access and use of such services, support and functionalities by you. You understand and accept that access and use of such services, support and functionalities may involve transmission and communication of information between you and the Bank, including information relating to your Accounts, transactions or Authorised Persons, and details relating to the services, products or systems in question.
- (b) Account reporting service
  - (i) In order to enable the Bank to execute instructions, the Customer and each Related Party authorise the Bank to send or receive information relating to the Accounts of the Customer and/or the Related Party respectively amongst them via SWIFT or other electronic connection means.
  - (ii) To the extent permitted by Regulatory Requirements, neither the Bank nor any of its officers, employees or agents shall be liable to the Customer or any Related Party if, for any reason or cause beyond the reasonable control of the Bank, there is any mistake, delay, failure or interruption of the account reporting service as a result of any communication system error, delay, failure or interruption.
  - (iii) The Bank does not warrant the accuracy or completeness of any information received by the Bank from any other person in connection with the account reporting service and shall not be held responsible for any inaccuracy or incompleteness of such information.
  - (iv) The account reporting service is subject to all terms, conditions and operating requirements (as amended from time to time) governing the Bank's use of SWIFT or such other electronic connection means. The



Bank has the right to vary or terminate this service in whole or in part or to take any other action as the Bank may consider appropriate in compliance with the terms, conditions and operating requirements from time to time without prior notice. Any action taken by the Bank will be binding on you.

(c) File encryption service

- (i) The file encryption service allows the Customer to have the data encrypted, transmitted and decrypted for any transmission of data by the Customer through the internet or through lease line to the Bank, or by the Bank through the internet or through lease line to the Customer.
- (ii) In order to use this service, the Customer is solely responsible for all of the following matters:
  - (1) obtaining at its own cost and expense from appropriate service provider the necessary software and services to support S/MIME or Open PGP or other encryption format prescribed or accepted by the Bank from time to time. The Bank is not responsible for supplying encryption software or generating public-private keys pair; and
  - (2) the contents of any transmission, message or instruction adopted, encrypted and signed or decrypted and verified by the Customer using public-private keys issued by its service provider.

(d) On-demand information service

- (i) The on-demand information service allows the Customer to request the Bank to compile and provide information and reports about the Accounts, Transactions, usage and other activities relating to the Electronic Services in relation to the Customer, the Related Party and/or the Non-Service Jurisdiction Entity.
- (ii) The Customer may select the type, scope, contents, format, delivery frequency and other features of the information and reports under this service as the Bank may make available from time to time.
- (iii) The Bank does not give any warranty that the information and reports made available by the Bank from time to time under this service are complete, timely, accurate or fit for any particular purpose of the Customer.
- (iv) The Bank may issue beneficiary notices to designated recipients at the Customer's request. A beneficiary notice sets out details of the relevant fund transfer transaction effected by the Customer, but is not a payment confirmation that the transaction has been or will be effected. The Customer shall ensure that it has obtained the consent from each designated recipient regarding the use of his/her personal data and other

information by the Bank for the purpose of issuing the beneficiary notices. The information of the designated recipients so provided will not affect the Bank's existing records. The Bank may send beneficiary notice through the internet at the Customer's request. In that case, the Customer understands and agrees that the contents of a beneficiary notice will not be encrypted, and communication through the internet may be subject to interruption, transmission blackout, delayed transmission or failed transmission. The Bank shall bear no liability for any direct, indirect or consequential loss arising from or in connection with a beneficiary notice being sent at the Customer's request through the internet whether caused by the Bank or any other person.

(e) Online support and other functionalities

The Bank may provide online support and other functionalities to facilitate the use of the Electronic Services by the Customer from time to time. These may include online training and online customer service support. The Bank may specify details on the availability and use of these support and functionalities in user manual or reference. These support and functionalities may include messaging, alerts and notifications (whether real-time, interactive, pushed or in any other manner). These support and functionalities are provided subject to the following conditions:

- (i) Any enquiry received by the Bank is regarded as authorised by you. The Bank has the right to process enquiries as it considers appropriate having regard to the nature and subject matter. The Bank does not warrant that an enquiry may be processed within any timeline specified or expected by you.
- (ii) Messages, alerts, responses, notifications or other communications may be sent by the Bank in an unencrypted format. A message, alert, response, notification or communication may be sent once only. The Bank has no obligation to send reminders or repeated communications.
- (iii) The Bank has the right to review the communication record between you and the Bank for service quality assessment.

4.12 Website, application and functionalities

(a) Security information

- (i) The Customer shall avoid accessing or using the Electronic Services via wireless or other network or connection which is public or without password protection. The Customer shall use encrypted and reliable network or connection for accessing or using the Electronic Services, and disable any Wi-Fi auto connection setting.
- (ii) The Customer shall install the iGTB MOBILE application only from a trusted source. The Customer shall not download, login or operate any suspicious application.

- (iii) The Customer shall disable any wireless network functions (including Wi-Fi, Bluetooth or NFC) or payment function or application when not in use.
- (iv) The Customer shall install anti-virus software and firewall in its electronic or mobile device. The Customer shall not connect its electronic or mobile device to any suspicious computer or other device infected by virus. The Customer shall not access or use the Electronic Services via any jailbroken or rooted device as such device is subject security risk and loophole. The Customer can download the appropriate mobile security applications from the online App stores. The Customer can visit HKCERT website.
- (v) The Customer shall activate the auto-lock function of its electronic or mobile device. The Customer shall not use easy-to-guess information, numbers or words as its log-in credentials and shall avoid using the same log-in credentials for accessing other services.
- (vi) The Customer shall ensure that each of its Authorised Persons, upon the successful registration of the “Biometric Authentication” service on his/her electronic or mobile device, must ensure that only his/her biometric credential is stored on the device and ensure the security of the security codes as well as the password or code that can be used to store biometric credential and register the "Biometric Authentication" services on the device. The Customer shall ensure that no Authorised Person shall register or store the biometric credential of any other person on his/her device.
- (vii) If the biometric record on an Authorised Person's electronic or mobile device has been changed or the “Biometric Authentication” service has not been used for a specified period of time (which may be specified by the Bank from time to time), the “Biometric Authentication” service will be suspended. The Authorised Person is required to re-register or re-activate the “Biometric Authentication” service.
- (viii) An Authorised Person can cancel the “Biometric Authentication” service through “Setting > Enable Biometric Authentication” once he/she is signed in or by contacting the Bank's customer service hotline or attending any of the Bank's branches.
- (ix) The Customer shall use all reasonable care to keep its electronic or mobile device secure. The Customer shall notify the Bank as soon as reasonably practicable if it finds or believes that the device has been lost or stolen or that any unauthorised transactions have occurred.
- (x) The Customer shall download and install updates and patches for the applications, operating systems and browsers regularly in order to access or use the Electronic Services.
- (xi) The Customer shall ensure that each of its Authorised Persons shall comply with the provisions of this Clause 4.12(a).

- (xii) The Bank has the right to refuse access or use of the Electronic Services by the Customer via any electronic or mobile device which does not satisfy the Bank's security requirements.
- (b) No warranties from the Bank
  - (i) The Electronic Services, the Bank's website, the mobile banking application and their respective functionalities are provided by the Bank to you on an "as is" or "as available" basis. The Bank does not give any warranty or representation of any kind in relation to them, whether express or implied. In particular, the Bank does not give any warranty or representation in relation to them or any of the information and materials accessible through them regarding uninterrupted availability, non-infringement, accuracy, completeness, timeliness, fitness for a particular purpose, compatibility, security or freedom from computer virus, Trojan horses, worms, software bombs, ransom-ware or similar properties. The Bank is not liable to you for any loss, damage or expenses of any kind which may be incurred or suffered by you arising from or in connection with any of the matters set out in this Clause. You are solely responsible for taking appropriate measures to protect and back up your system, equipment, device and data in connection with the use of the Electronic Services.
  - (ii) These services and functionalities are usually available at the times notified to you but the Bank does not warrant uninterrupted availability, whether due to routine maintenance, demand or other reasons. The Bank may suspend any service or functionalities without notice, in particular, where the Bank detects or suspects of any security breach or risk.
  - (iii) Hyperlinks to other sites are provided for your convenience only. The Bank does not recommend or endorse any of the other sites. The Bank is not responsible for the contents, information and materials accessible through any of the other sites, and has not verified them.
  - (iv) The operation and maintenance of the Bank's website, mobile banking application, equipment and system are supported by third party service providers. These third-party service providers are not agents of the Bank. The Bank will use reasonable care in selecting these service providers but is not responsible for their acts or omissions. The Bank has the right to make any change to its website, mobile banking application and the contents, information and materials accessible through them respectively from time to time without notice.
- (c) Information available from the Electronic Services
  - (i) Any information available from the Electronic Services from time to time shall not be regarded as an offer, solicitation or recommendation to you to execute any transaction or investment. The information is not intended to be relied on by you for making decision which may affect

you or your business. You shall consult your own professional adviser before making decision as you consider appropriate.

- (ii) Any information about rates and prices available from the Electronic Services may not be on a real-time basis. The Bank will make reasonable endeavours to ensure the accuracy of the information provided but does not guarantee its accuracy and accepts no liability (whether in tort, contract or other nature) for any loss or damages arising from any inaccuracies or omissions.
- (iii) To the extent permitted by Regulatory Requirements, the Bank disclaims liability for any error, omissions or inaccuracies in the information available from the Electronic Services and for any loss or damages arising from or in connection with use or reliance, or inability to use, such information, or any error, interruption, delay or incomplete transmission of such information, or connection or system failure or computer virus, including direct, indirect, special, incidental or consequential loss or damages.
- (d) The Bank records the domain name, server address and the pages visited by the visitors to its website and users of its mobile banking application for compiling statistics on use. The statistics will only show the numbers and types of visitors or users. No personal information is collected unless otherwise specified.
- (e) You shall not alter, circumvent or interfere with the operation of the Electronic Services including the Bank's website, mobile banking application and any other functionality.

#### 4.13 Access and use of Electronic Services

- (a) The Electronic Services are provided by the Bank to you. Any use or attempted use of any Electronic Services by any other person is prohibited.
- (b) The Customer may access and use all services and functions available from time to time through an Electronic Channel in connection with its Accounts, and such services and functions subject to the Bank's agreement in relation to the respective Accounts of a Related Party and a Non-Service Jurisdiction Entity.
- (c) Transfer of data
  - (i) This Clause 4.13(c) applies where the Customer is allowed to access and use any Electronic Channel in connection with the Accounts of a Related Party or a Non-Service Jurisdiction Entity.
  - (ii) The Customer and each Related Party agree and authorise the Bank Group Members to transfer and receive data, details, information and instructions relating to the Customer, the Related Party and their respective Accounts amongst the Bank Group Members as they consider necessary or appropriate for the purpose of providing the Electronic Services.

- (iii) Without limiting or reducing the effect of Clause 4.13(c)(ii) above, if the data, details, information and instructions relate to any Account of the Customer or the Related Party that is maintained with a Bank Group Member other than the Bank, the Customer and the Related Party direct and authorise:
  - (1) the Bank to transfer such data, details, information and instructions to the relevant Bank Group Member as soon as reasonably practicable by any means the Bank considers appropriate upon the Bank's receipt of the same from the Customer through the designated Electronic Channel; and
  - (2) the relevant Bank Group Member to transfer such data, details, information and instructions to the Bank as soon as reasonably practicable by any means the Bank Group Member considers appropriate for further transfer of the same by the Bank to the Customer through the designated Electronic Channel.
- (iv) The Customer and each Related Party accept:
  - (1) the risks that the communications between the Bank and the other Bank Group Members may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission; and
  - (2) there may be a time lag in data transmission and therefore the instructions may not be executed at the time when the Customer sends them to the Bank through the designated Electronic Channel.
- (v) The Customer and each Related Party shall not disclose or allow disclosure of any information received by it from any Bank Group Member to any third party without the consent of the Bank Group Member. The Customer and the Related Parties are responsible for the security and secrecy of all the information received from any Bank Group Member.

#### 4.14 Trademarks and copyright

- (a) All copyrights and other intellectual property in or arising from the Electronic Services, the Bank's website or any trademarks, service marks, logos, contents and materials accessible through the Electronic Services or the Bank's website are owned by the Bank or any other person that licenses or permits the Bank to use them. The Customer shall not use, modify, reproduce, store in a retrieval system, transmit (in any form or by any means), copy, distribute, re-post, reverse-engineer or decompile them without the Bank's prior written consent.
- (b) The Customer is solely responsible for entering into the necessary licence agreement with relevant software providers (including Google Play™ store, App Store, Huawei AppGallery and any other authorised online App stores from time to time) for the use of any software or application in order to access any

Electronic Services. The Customer's obligations under such licence agreement is in addition to and does not affect its obligations under these Terms.

Remarks: Google Play logo is a trademark of Google Inc., the App Store is a service mark of Apple Inc., and Huawei AppGallery is provided by Huawei Services (Hong Kong) Co., Limited.

#### 4.15 Risk associated with delivery of items

You accept all risks associated with the delivery of the documents or articles (including any password or log-in credentials) by the Bank to you by any post, courier or any other means. You waive irrevocably all claims which you may have against the Bank relating to not receiving any document or article within a reasonable time or at all.

### 5. **Electronic Channels**

#### 5.1 iGTB NET and iGTB MOBILE

- (a) iGTB NET and iGTB MOBILE allow the Customer to operate its Accounts and, subject to the Bank's agreement, the respective Accounts of a Related Party and a Non-Service Jurisdiction Entity, and to effect transactions through the Electronic Services or any other channels notified by the Bank.
- (b) Use of iGTB MOBILE is subject to the terms and conditions applicable to the Bank's mobile banking application. Such terms and conditions are made available in the mobile banking application. The Customer shall review and refer to such terms and conditions when it logs onto iGTB MOBILE from time to time and before giving any instruction through iGTB MOBILE.

#### 5.2 iGTB CONNECT and iGTB SFTP

- (a) iGTB CONNECT and iGTB SFTP are the "Host-to-Host Service" which include Online and Batch modes of processing and such other services and functionalities as the Bank may offer from time to time.
- (b) iGTB CONNECT and iGTB SFTP allow the Customer to transmit data and instructions and conduct transactions of such types which the Bank may notify from time to time in connection with its Accounts and, subject to the Bank's agreement, the respective Accounts of a Related Party and a Non-Service Jurisdiction Entity. The Bank has the right to require the Customer to provide information and documents and/or obtain the Bank's consent before sending or effecting a particular type of instructions or transactions.

#### 5.3 iGTB API

- (a) iGTB API allows the Customer to transmit data and instruction and conduct transactions of such types which the Bank may notify from time to time in connection with its Accounts and, subject to the Bank's agreement, the respective Accounts of a Related Party and a Non-Service Jurisdiction Entity.

The Bank has the right to require the Customer to provide information and documents and/or obtain the Bank's consent before sending or effecting a particular type of instructions or transactions.

- (b) You acknowledge that any instruction will be sent via iGTB API on a straight-through approach unless otherwise specified by the Customer and any instruction sent via iGTB API by or on behalf of the Customer quoting the applicable user ID and log-in credentials (including but not limited to passwords and encryption key) and received by the Bank, are deemed to be sent by the Authorised Persons and is conclusive and binding on the Customer.
- (c) The Customer may enable or disable any transaction notification for high risk transactions conducted via iGTB API at its own discretion. You acknowledge and understand that you may not be notified of fraudulent transactions in time if the notification function is disabled.

#### 5.4 iGTB SCO

- (a) Definitions and interpretation
  - (i) For the purpose of this Clause 5.4, unless the context requires otherwise:
    - "Authorised SWIFT Participant" means a body corporate which is duly bound as a party to a SWIFT Agreement allowing access to SWIFT and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation;
    - "BOC" means Bank of China Limited;
    - "Related Party" means each Related Party accepted by the Bank for the purpose of iGTB SCO;
    - "SWIFT Agreement" means any agreement between SWIFT and the Bank or the Customer in relation to the use of SWIFT; and
    - "SWIFT Documentation" means the SWIFT terms, conditions, guides and procedures applicable to SWIFT or to the sending and receiving communications, messages or files using SWIFT, as incorporated into the Customer's SWIFT Agreement or notified to the Customer by SWIFT from time to time.
  - (ii) In case of any inconsistency between the provisions of the SWIFT Documentation and this Clause 5.4, this Clause 5.4 shall prevail.
- (b) The Customer and the Related Parties
  - (i) The Customer authorises the Bank (but the Bank is not obliged) to act on all instructions for any dealings, matters and transactions which may from time to time be or purport to be given via SWIFT concerning the Customer.



- (ii) Each Related Party authorises the Bank (1) to provide to the Customer SWIFT access to the accounts designated by that Related Party from time to time (the “Designated Accounts”) in order to enable the Customer to operate the Designated Accounts on behalf of that Related Party via SWIFT, and (2) to act on all instructions given by the Customer (but the Bank is not obliged to act) for any dealings, matters and transactions relating to the Designated Accounts given via SWIFT.
  - (iii) Each Related Party authorises the Bank to send and disclose any information of the Designated Accounts to the Customer by way of statement messages, transaction report or instruction confirmation via SWIFT.
- (c) Instructions binding on the Customer and the Related Parties
  - (i) All instructions given via SWIFT by the Customer are valid and binding on the Customer and each Related Party as appropriate. The Bank or BOC (in case of iGTB SCO using the SWIFT FileAct format) is not under obligation to verify the authorisation, authenticity or integrity of any such instructions or to verify the identity of any person giving such instructions (except for checking the log-in credentials used for giving such instructions). The Bank has the right to rely and act on such instructions which the Bank in good faith believes to be authentic and authorised and shall not be responsible for any losses, damages, costs or expenses which the Customer or any Related Party may suffer or incur as a result.
  - (ii) The Bank may, in its discretion, refuse to act on any instructions given or purportedly given by the Customer via SWIFT, whether concerning the Customer or any Related Party, and may require the Customer’s confirmation before acting on such instructions.
- (d) The Customer's obligations
  - (i) The Customer confirms that it is and will remain an Authorised SWIFT Participant at all relevant times.
  - (ii) The Customer (1) shall at all relevant times comply with the requirements as set out in the Bank’s user guide or manual (if any), and such reasonable instructions and recommendations as the Bank may provide to the Customer from time to time in relation to the use of SWIFT; and (2) confirms that it has assessed the security arrangements relating to its access to and use of SWIFT and concludes that they are adequate to protect its interests.
  - (iii) If the Customer fails to comply with any requirements, instructions or recommendations given by the Bank to the Customer in relation to the use of SWIFT, the Bank may reject to act on any instructions received via SWIFT, whether concerning the Customer or any Related Party.

- (iv) The Customer shall immediately notify the Bank if it becomes aware of or suspects any breach or compromise of the security of SWIFT as they relate to the rights and obligations of the Customer, any Related Party, the Bank or BOC.
  - (v) The Customer shall fully and promptly co-operate with any steps taken by the Bank to investigate and/or rectify any apparent or suspected breach or compromise of the security of SWIFT, including providing such further information regarding the apparent breach as the Bank may request. The Customer shall promptly provide the Bank with such information as it may reasonably request to assist the Bank in the performance of its obligations under any SWIFT Agreement.
- (e) The Customer's information
- The Bank may disclose and transfer Your Information: (1) to SWIFT where required by the SWIFT Documentation and (2) to service providers and persons acting on behalf of the Bank or SWIFT.
- (f) Termination or suspension of iGTB SCO
- (i) The Bank has the right to terminate iGTB SCO without notice to the Customer or any Related Party at any time with immediate effect in any one or more of the following cases:
    - (1) where the Customer ceases to be an Authorised SWIFT Participant;
    - (2) where SWIFT ceases to provide the relevant services;
    - (3) where SWIFT, in exercise of its rights under a SWIFT Agreement, requires the Bank to terminate the relevant services or the Customer to cease use of the relevant services; and
    - (4) where the Bank ceases to provide banking services to the Customer.
  - (ii) Without limiting or reducing the effect of any other provision, the Bank has the right to suspend the use of SWIFT (in full or partially) by the Customer where SWIFT is suspended by SWIFT, or where use of SWIFT is not practicable feasible without incurring unreasonable cost to the Customer or the Bank, or where suspension is required by SWIFT or the SWIFT Documentation.
- (g) Applicable only to the Customer who has subscribed to iGTB SCO using the SWIFT FileAct format.
- (i) The communications and instructions sent from the Customer to the Bank via SWIFT shall be sent to the SWIFT code of BOC. BOC will then send the same to the Bank via the internal system between BOC and the Bank as soon as reasonably practicable and within the system available time as notified to the Customer from time to time.

- (ii) The communications from the Bank to the Customer via SWIFT will be sent by the Bank to BOC via the internal system between the Bank and BOC. BOC will then send the same to the Customer or the relevant Related Party from the SWIFT code of BOC as soon as reasonably practicable and within the system available time as notified to the Customer from time to time.
- (iii) The Customer and each Related Party accept (1) the risks that the communications and instructions may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission, and (2) there may be a time lag in data transmission and therefore the instructions may not be executed at the time when the Customer or the Related Party sends them the SWIFT code of BOC.

## **6. Credit Card Functions**

- 6.1 This Clause 6 applies if the Customer uses credit card functions under the Electronic Services.
- 6.2 All Credit Card Accounts may be accessed and operated under the Electronic Services without the need of any account registration by the Customer or any Cardholder.
- 6.3 Funds from any of the Customer's accounts that are registered in connection with the Electronic Services may be transferred to any of the Credit Card Accounts without the need of any account registration by the Customer or any Cardholder.
- 6.4 The Customer confirms that the Customer and each of the Cardholders duly consent to and authorise the Card Company to pass to the Bank at any time and from time to time information relating to the Credit Card Accounts for the purpose providing the credit card functions under the Electronic Services.
- 6.5 The Customer agrees that both the Bank and the Card Company shall not be liable for any inaccuracy or incompleteness in the information relating to any Credit Card Account which are accessible through the Electronic Services.
- 6.6 The Customer agrees that all the representations and indemnities made or given by the Customer in these Terms in favour of the Bank shall, where applicable, apply in favour of the Card Company in connection with the Customer's use of the credit card functions under the Electronic Services.

## **7. Trade Finance Services**

- 7.1 You may be allowed by the Bank to complete and submit prescribed applications and documents in relation to the Trade Finance Services ("Trade Related Applications") through iGTB NET and other channels in such format and manner as the Bank considers appropriate from time to time, without submitting a physical copy of the signed Trade Related Applications to the Bank. You may also be allowed to use any other Trade Finance Services as provided by the Bank through the Electronic Services from time to time. This Clause is applicable if you are allowed to submit Trade Related

Applications to the Bank through iGTB NET or other channels specified by the Bank or use any other Trade Finance Services through the Electronic Services.

- 7.2 You accept and shall be bound by this Clause 7 if you complete and submit Trade Related Applications through iGTB NET or other channels specified by the Bank or use the Trade Finance Services through the Electronic Services.
- 7.3 The Bank has sole discretion:
- (a) to determine the types, contents, format and layout of the Trade Related Applications which may be submitted through iGTB NET or other channels specified by the Bank; and
  - (b) not to accept or process any Trade Related Application submitted by you through iGTB NET or other channels specified by the Bank without giving notice or reason.
- 7.4 The Customer is not allowed to complete and submit a Trade Related Application to the Bank through iGTB NET or other channels specified by the Bank if the Bank does not make available the relevant services to the Customer or the relevant Related Party through the Electronic Services.
- 7.5 If the Bank allows the Customer to submit a Trade Related Application through iGTB NET or other channels specified by the Bank, the Bank will determine to which of us the Trade Related Application is submitted by reference to the trade service/bills account number or any other password or log-in credentials assigned by the Bank to the Customer which the Customer uses in submitting the Trade Related Application.
- 7.6 Each Trade Related Application submitted by the Customer through iGTB NET or other channels specified by the Bank shall be subject to the terms and conditions of the relevant standard form of Trade Related Application in all respects, regardless of whether the Trade Related Application submitted through iGTB NET or other channels specified by the Bank contains or makes any reference to such terms and conditions. The terms and conditions of the relevant standard form of Trade Related Application are taken as having been incorporated into each such Trade Related Application submitted through iGTB NET or other channels specified by the Bank.
- 7.7 The Bank may (but is not obliged to) from time to time post up the standard form of any Trade Related Application and/or the related terms and conditions on the Bank's website. The Customer shall read the terms and conditions of the relevant standard form of Trade Related Application before submitting any Trade Related Application through iGTB NET or other channels specified by the Bank and shall be bound by them. Notwithstanding any other provisions in these Terms, the terms and conditions of the standard form of the relevant Trade Related Application as posted by the Bank at the time when the Customer submits a Trade Related Application through iGTB NET or other channels specified by the Bank shall apply to the Trade Related Application so submitted.
- 7.8 If in any Trade Related Application additional document is said or required to be provided by the Customer to enable the Bank to process the Trade Related Application

and such additional document has not been provided to the Bank, the Customer shall promptly provide such additional document in such form and manner as required by the Bank. The Bank has the right to accept or reject any additional document as it considers appropriate.

- 7.9 The Bank may from time to time add or cancel any or any type of Trade Related Applications which may be completed and submitted through iGTB NET or other channels specified by the Bank.
- 7.10 The Bank may from time to time amend the terms and conditions applicable to any newly submitted Trade Related Application and any such amendments shall apply to the Trade Related Applications submitted by the Customer through iGTB NET or other channels specified by the Bank with effect from such date as determined by the Bank in its sole discretion.
- 7.11 The Bank may (but is not obliged to) allow the Customer to submit any copy document (in the form of scanned attachment to any Trade Related Application or in any other form) referred to or in connection with any Trade Related Application through iGTB NET or other channels specified by the Bank. The Customer shall ensure that all such copy documents are valid, true, complete, accurate and up-to-date, and approved by the Customer for the relevant Trade Related Application when they are submitted through iGTB NET or other channels specified by the Bank even if they may not have been signed by the Customer. The Bank's record on what copy document is submitted by the Customer through iGTB NET or other channels specified by the Bank and which Trade Related Application is related to the copy document shall be conclusive evidence on such matters, save for any manifest error.

## **8. Payments Out and Remittances**

- 8.1 The Bank may prescribe further terms and conditions in connection with payment out and remittance services and transactions from time to time as it considers appropriate.
- 8.2 The Bank is not required to act on a payment instruction if there are insufficient immediately available funds in the relevant currency in your Account for a full payment, or if any requirements prescribed by the Bank have not been complied with. Such requirements may include amount limits and restrictions on the Bank's office from which a withdrawal may be made. In particular, withdrawals in cash or by electronic means may be subject to limits.
- 8.3 If the Bank makes a payment to you or to any person on your behalf including paying a cheque where there are insufficient immediately available funds in your Account or insufficient available overdraft limit, you shall repay to the Bank the amount of the shortfall together with interest and charges.
- 8.4 You expressly authorise the Bank to pay the bearer of a withdrawal instruction purported to be signed on your behalf.
- 8.5 The Bank will take reasonably practicable steps to meet the value date specified by the Customer for a remittance, but does not guarantee it. The time and date on which the

payee actually receives payment will be affected by cut-off times and other procedures that are applicable in the respective jurisdictions.

- 8.6 A request to stop or alter a payment may be subject to such conditions prescribed by the Bank, including providing evidence and indemnity to the satisfaction of the Bank and, where the request relates to a draft issued by the Bank, the Customer shall return the original draft to the Bank. The Bank is not responsible for making payment if it is not reasonably practicable for the Bank to stop or alter it, in which case any paid charges will not be refunded. No refund of a payment will be made until the Bank is satisfied that the payment order has been cancelled and has received the relevant amount in immediately available funds. The Bank has the right to deduct all reasonable expenses from the refund amount and effect any currency conversion for making payment in the local currency. If the Bank acts reasonably, it will not be responsible for any loss of any kind which you may incur or suffer in connection with any failure or delay in making refund.
- 8.7 The Bank is not responsible for any failure or delay of the receiving bank or institution in making payment to your payee nor for recovering any payment from it.
- 8.8 Unless otherwise agreed, a remittance will be made in the currency of the jurisdiction in which the payment is to be made, and charges (including those of our correspondent banks) will be deducted before payment to the payee. The Bank and its correspondent bank may effect currency conversions for these purposes in their respective jurisdictions.
- 8.9 The Bank is not responsible for advising you (i) on any legal or regulatory requirements or customs including exchange control that are applicable in any jurisdiction, or (ii) in advance of any fees and charges payable to any correspondent bank of the Bank or any other bank or institution which processes the payment or remittance. You are responsible for making your own enquiries.
- 8.10 The Bank has the right to remit an amount to, or draw a draft payable at, a place different from that required by the Customer if the Bank considers appropriate or necessary.
- 8.11 If a provisional exchange rate is used in the application from the Customer for a remittance or draft, the Bank may debit any deficit or credit any gain to any Account without prior notice after it has determined the applicable exchange rate.
- 8.12 You authorise the Bank to disclose Your Information including the payment purposes stated by you or on your behalf to any correspondent bank, receiving bank, Authority and other persons for the purpose of effecting a remittance. The Bank is not liable to you or any other person for any loss of any kind, whether direct, indirect or consequential, which may be incurred or suffered arising from or in connection with the Bank's execution of any remittance instruction.
- 8.13 You understand and accept the risk of allowing payment out or remittance from your Accounts to the accounts of any other person, including the risk of unauthorised payment or transfer.

## **9. Foreign Currencies**

- 9.1 For the purpose of these Terms, in respect of a Service Jurisdiction, "foreign currencies" means any currency other than the currency of that Service Jurisdiction, and accounting units accepted internationally as equivalent to currency, which the Bank may prescribe or accept as being available for the purposes of its services.
- 9.2 The Bank may prescribe further terms and conditions in connection with foreign currency services and transactions from time to time as it considers appropriate.
- 9.3 The Bank has the right to settle foreign currency transactions in the currency of the Service Jurisdiction or any foreign currency, and to convert any currency into another currency at its spot rate for that purpose.
- 9.4 Unless otherwise expressly agreed by the Bank, an account denominated in a foreign currency is a T/T (telegraphic transfer) account. Deposit of foreign currency notes into an account is not allowed unless the Bank otherwise agrees and subject to payment of fees and charges including the difference in exchange rates.
- 9.5 The Bank has the right to pay withdrawals, after deducting fees and charges, by one or more of the following methods at the option of the Bank:
- (a) from a T/T account, by telegraphic transfer in the relevant currency;
  - (b) from a T/T account, by issuing a draft in the relevant currency on any bank in any jurisdiction as the Bank considers appropriate;
  - (c) subject to availability, in cash in the relevant currency; and
  - (d) by payment in the currency of the Service Jurisdiction at the T/T or bank notes rate (at the Bank's choice) for buying the currency of the Service Jurisdiction.

## **10. Payments and Gross-up**

- 10.1 All payments by you or on your behalf to the Bank shall be made without any set-off, counterclaim, deduction, withholding or condition of any kind. If you are compelled by law to make any withholding or deduction, the sum payable by you shall be increased so that the amount actually received by the Bank is the amount it would have received if there were no withholding or deduction. You shall upon request of the Bank provide an official receipt of the relevant tax authority for the withholding or deduction.
- 10.2 Payment by you or on your behalf to the Bank shall be in the currency of the relevant liability or, with the Bank's written consent, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.
- 10.3 No payment to the Bank pursuant to any judgement, court order or other arrangement shall discharge your obligation in respect of which it was made unless and until payment in full has been received in the currency in which it is payable. If the amount of any payment shall, on actual conversion into the currency in which it is payable at the Exchange Rate, fall short of the amount of the obligation expressed in that currency, you shall be liable for the shortfall.

- 10.4 The Bank may, at any time at its discretion without giving notice or reason, convert any or all outstanding indebtedness owing by you in connection with a Transaction into (i) the lawful currency of the Service Jurisdiction, (ii) the currency designated by the Bank for the Transaction, or (iii) such other currency as the Bank may consider appropriate. The conversion shall be made at the Exchange Rate. The Bank may, after such conversion, adjust the applicable interest rate having regard to the prevailing market conditions.
- 10.5 The Bank has the right to apply any amount paid to the Bank in respect of your obligations and liabilities in or towards satisfaction of the same (in such order and manner as the Bank may determine) or to place it to the credit of a suspense account with a view to preserving the Bank's rights to prove for the whole of your outstanding obligations and liabilities.
- 10.6 If any amount paid to the Bank in respect of your obligations and liabilities are required to be repaid due to any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank has the right to recover such amount from you as if payment had not been made.
- 10.7 If as a result of (i) the introduction or any change of any law or regulation (or in its interpretation, administration or application) or (ii) the compliance with any Regulatory Requirement:
- (a) the Bank is unable to obtain the rate of return on its capital which it would otherwise be able to obtain; or
  - (b) the Bank incurs additional or increased cost for providing the iGTB Services,
- then you will on demand pay to the Bank an amount sufficient to compensate the Bank for such reduced return or increased cost.
- 10.8 The Bank has the right to recover any payment to you by mistake.
- 10.9 The Bank is under no obligation to recover a payment made by you or on your behalf to any other person or to handle or resolve a dispute between you and any other person.

## **11. Information and Disclosure**

- 11.1 You shall ensure that all information provided by or on your behalf to the Bank from time to time is true, complete and up-to-date. You shall notify the Bank of any material change to the information as soon as reasonably practicable. You authorise the Bank to verify any information provided by or on your behalf with any source or person as the Bank may consider appropriate.
- 11.2 You consent to the following:
- (a) Your Information being used, processed, disclosed, transferred and stored, within or outside the Service Jurisdiction for the purposes relating to the iGTB Services, by the Bank and any other person providing services or support to the



Bank or to you. These other persons may include the Bank Group Members, agents, contractors, other banks and third party service providers which provide services or support for the iGTB Services or for the general operation of the Bank or any Bank Group Member; and

- (b) the use, disclosure or transfer of Your Information by the Bank or any Bank Group Member in compliance with (i) any Regulatory Requirements or (ii) any law, rule, regulation, directive (whether or not having the force of law) or any guideline, code, direction or request issued by any Authority, to which any Bank Group Member is subject to or is expected to comply with from time to time.

- 11.3 Before providing the Bank with any personal data of an individual related to you (including any of your shareholders, directors, officers, employees or representatives), you shall obtain the individual's consent for providing his personal data to the Bank and the use and handling of his personal data as contemplated by these Terms.

## **12. Interest, Fees, Costs and Expenses**

- 12.1 Any amount owing by you shall bear interest at the rate on unarranged overdraft or such other rate as specified by the Bank from time to time, in each case accruing from the date on which the indebtedness is incurred up to and including the date on which repayment is actually received by the Bank (as well after as before judgment).
- 12.2 Interest accrued but unpaid shall bear default interest at the same rate and shall form part of the principal due to the Bank and bear interest accordingly unless otherwise specified by the Bank.
- 12.3 You shall pay the Bank the fees and charges in connection with the Electronic Services or Transactions at the rate and in the amount and manner specified by the Bank from time to time. You acknowledge receipt of a list of fees and charges of the Bank. The Bank may vary the fees and charges from time to time after notice to you. Paid fees and charges will usually be shown in the account statement. No separate statement or receipt may be given for fees and charges.
- 12.4 You shall reimburse the Bank on all costs and expenses reasonably incurred by the Bank in connection with the Electronic Services. These costs and expenses may include those incurred by the Bank in providing the services or in preserving, exercising and/or enforcing its rights towards you or any other person, including expenses for engaging agents, debt collection agents and service providers, fees payable to any Authority, and taxes. Any costs and expenses for handling your applications to the Bank shall be payable even if an application is withdrawn for any reason and irrespective of the result of the application. These applications may include your applications for any Electronic Services or approval or consent relating to them.
- 12.5 You authorise the Bank to debit any amount payable by you to the Bank pursuant to this Clause to any Account.
- 12.6 You agree that the Bank may, without your further consent, accept from any person engaged in executing the Transactions, any rebate, allowance or soft commission as may be authorised or permitted from time to time by Regulatory Requirements.

### **13. Set-off and Consolidation**

- 13.1 The Bank may, at any time without notice, combine or consolidate all of your accounts with the Bank, its subsidiary or holding company and apply any credit balance to which you are entitled, either alone or jointly, in or towards satisfaction of any obligation (whether or not matured, actual, future, contingent, unliquidated or unascertained) owed by you to the Bank, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting.
- 13.2 The Bank may, at any time without notice or demand, set off any obligation owed by you to the Bank against any obligation (whether or not matured) owed by the Bank to you, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting.
- 13.3 The Bank is authorised to purchase, at the Exchange Rate, such other currencies as may be necessary to effect the application of the monies standing to the credit of your accounts as contemplated in Clause 13.1. If the respective obligations referred to in Clause 13.2 are in different currencies, the Bank is also authorised to convert either obligation at the Exchange Rate for the purpose of exercising its set-off right.
- 13.4 If any of the obligations referred to in Clauses 13.1 and 13.2 is unliquidated or unascertained, the Bank may set off an amount estimated by it in good faith to be the amount of that obligation.

### **14. Limitation on Liability**

- 14.1 You use the Electronic Services and any information and materials available from the Electronic Services at your own risk. The Bank does not represent or warrant that viruses or other destructive properties will not be transmitted or that damage will not occur to your electronic or mobile device or data. You are solely responsible for implementing adequate protection and back up to your device and data and appropriate precautions to prevent viruses and other destructive properties from affecting your device or data. The Bank does not represent or warrant the accuracy, functionality or performance of any software provided by any other person that may be used in connection with any Electronic Services.
- 14.2 Unless caused by its wilful misconduct or negligence, the Bank is not liable for:
- (a) any delay of or interruption to the availability of any Electronic Services;
  - (b) any loss, error, delay, misdirection, corruption or unauthorised alteration or interception of an instruction or message sent through any Electronic Services, or any unauthorised use of the Electronic Services;
  - (c) any delay or failure to execute, or error in executing, your instructions;
  - (d) any error, malfunction or failure of any software, equipment or system; or
  - (e) any factor, including any computer virus, which may impair the functions of a

computer system.

14.3 The Bank is in any event not liable for the following:

- (a) its inability to execute any instruction or the manner or timing of execution of any instruction due to prevailing market conditions;
- (b) imposition or change of any Regulatory Requirements, market disruption or fluctuation, or restriction or suspension of trading imposed by any Authority, or the bankruptcy, insolvency or liquidation of any relevant bank, exchange, clearing house or government;
- (c) any loss, claim or other consequences arising from or in connection with (i) any delay or refusal in handling any instruction, transaction or payment or in returning any documents, or (ii) any step or action taken by the Bank in light of any Regulatory Requirements;
- (d) any loss arising from or in connection with any event beyond the Bank's reasonable control, including government action, industry action, strike, war and other force majeure events; and
- (e) any loss of business or business opportunity, loss of profit, indirect, special, incidental or consequential damages.

14.4 The Bank's liability for any damages in respect of any Transaction shall be limited to the amount of the fees received by the Bank in connection with the relevant Transaction.

14.5 The provisions in this Clause shall operate to the fullest extent permitted by Regulatory Requirements.

## **15. Indemnity**

15.1 You shall indemnify the Bank, its officers and employees against any claim, liability, loss, damage, cost or expense (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by any of them and all actions or proceedings which may be brought by or against any of them in connection with:

- (a) the Bank acting on your instructions, effecting Transactions or providing any Electronic Services to you;
- (b) your failure or the failure of any Authorised Person to perform or observe any provisions of these Terms, the other iGTB Services Terms or the Account Terms (including any representation or undertaking given by you); or
- (c) the preservation, exercise or enforcement of the Bank's rights, including in recovering sums from you or in obtaining any professional advice as the Bank may consider appropriate.

15.2 The indemnity in this Clause shall continue to have effect notwithstanding the termination of any or all of the Electronic Services.

15.3 The provisions in this Clause shall operate to the fullest extent permitted by Regulatory Requirements.

## **16. Your Representations and Undertakings**

16.1 You represent to the Bank that:

- (a) you have full legal capacity and authority to perform each Transaction and your obligations under these Terms, the iGTB Services Terms and the Account Terms, and these obligations are legal, valid and enforceable;
- (b) you are duly incorporated or established, validly existing and is not subject to any action to be wound up or dissolved;
- (c) you are solvent; and
- (d) you enter into each Transaction and uses the Electronic Services as principal and not as agent, trustee or nominee for any other person.

16.2 In using the Electronic Services, you undertake that you will comply with the Regulatory Requirements including, in particular, any applicable sanction or embargo regime. The Bank has the right to delay or refuse to handle any instruction, transaction or make any payment having regard to the Regulatory Requirements without notice to or consent from you.

## **17. Bank's Statements and Records**

17.1 Any statement, advice, certificate, notice, confirmation or determination by the Bank relating to any amount owing or payable by you or the particulars of any Transaction or any other matters relating to the Electronic Services shall be conclusive and binding on you save for any manifest error.

17.2 The Bank's account and records (in any form) are conclusive and binding on you as evidence of the facts or matters recorded in them save for any manifest error. They will be admissible in any court or tribunal as evidence of the facts and matters recorded in them. Any dispute as to the accuracy, completeness or authenticity of the Bank's records and accounts will only be considered if it is conclusively proved that there is a genuine error.

17.3 The Bank has the right to amend any document or record to remove any error. The Bank will notify you of a correction in writing within 30 days after the correction is made.

## **18. Delegation by the Bank**

18.1 The Bank may, at its discretion, appoint any other person as its agent or nominee (including any other Bank Group Member), to support, provide or perform any of the

Bank's obligations for providing the Electronic Services, and delegate its powers to such person.

- 18.2 The Bank is authorised to disclose any information about you, your Authorised Persons, instructions and Accounts, and the Transactions to any other person appointed by it pursuant to Clause 18.1.

## **19. Variation**

The Bank may, at any time at its discretion, by notice to you vary, amend or supplement these Terms. Any such variation, amendment or supplement shall take effect on the date of the notice informing you of it or any later date specified in the notice. The Bank may give notice by display in the Bank's banking hall or on the Bank's website or by any other reasonably practicable means. Any variation, amendment or supplement shall be binding on you if you do not cancel your registration for all of the Electronic Services before the effective date of the variation, amendment or supplement, or if any indebtedness remains outstanding from you to the Bank on or after the effective date.

## **20. No Waivers**

- 20.1 The rights of the Bank in connection with the Electronic Services:

- (a) may be exercised as often as it considers appropriate;
- (b) are cumulative and not exclusive of its rights under the general law or any other agreement; and
- (c) may be waived only in writing and specifically by the Bank at its discretion.

- 20.2 Delay in exercising any right or not exercising any right does not amount to a waiver of the relevant right.

## **21. Assignment**

You may not assign or transfer any of its rights or obligations in connection with the Electronic Services unless with the Bank's prior written consent. The Bank may assign and transfer all or any of its rights and obligations in connection with the Electronic Services to any person without notice to or consent from you.

## **22. Notices and Communications**

- 22.1 All notices or other communications in connection with the Electronic Services are sent at your risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other electronic communication.

- 22.2 All notices or other communications from the Bank to you must be given in writing and unless otherwise stated, may be made by letter, facsimile or electronic mail. Any such notice will be deemed to be given as follows:

- (a) if by letter, when delivered personally or if sent by prepaid post, two or seven business days following that on which it was so posted to an address in the Service Jurisdiction or overseas respectively; and
  - (b) if by facsimile or electronic mail, when confirmed by an activity report confirming the facsimile number or electronic mail address to which such notice was successfully sent.
- 22.3 Your address, facsimile number and/or electronic mail address for all notices are as notified by you to the Bank not less than 5 business days' notice or last known to the Bank.
- 22.4 Any notice or other communication given to the Bank must be given in writing, and addressed and delivered to the branch of the Bank through which the Electronic Services are provided to you or in such other manner designated by the Bank, and shall be effective only on actual receipt by the relevant branch or in the manner designated by the Bank. For the avoidance of doubt, this Clause does not apply to your giving instructions to the Bank.
- 22.5 You consent that telephone calls may be recorded by audio recording device and/or in writing.

### **23. Severability**

If any provision of these Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Terms; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of these Terms.

### **24. Termination**

- 24.1 The Bank may at any time, by giving notice to you and without giving reason, cease to provide any Electronic Services to you.
- 24.2 You may cancel its registration for any Electronic Services by giving at least 30 days' prior written notice to the Bank, provided that termination by you is subject to your having complied with the requirements and paid the fees as the Bank may prescribe.
- 24.3 Without limiting or reducing the effect of Clause 24.1:
- (a) the Bank has the right to terminate the Electronic Services by giving notice if you fail to comply with your obligations under these Terms, or if any representation or warranty given by you in relation to the Electronic Services is or become false or inaccurate at any time;

- (b) the Bank has the right to terminate the Electronic Services by giving notice if all Accounts relating to the iGTB Services are closed whether by you or by the Bank; and
- (c) the Bank has the right to suspend or withdraw the Electronic Services or close any Account by giving notice without liability. The Bank has the right to pay the credit balance in the Account to you by sending a cashier order to you by post whereupon the Bank's obligation in relation to the credit balance shall be discharged.

24.4 Termination or suspension of the Electronic Services will not affect any accrued rights or obligations or subsisting Transactions. The Bank remains authorised to settle any outstanding Transactions.

## **25. Tax**

You are responsible for filing any tax or other returns or reports on the Transactions which the Bank handles for you.

## **26. Third Party Rights**

26.1 Subject to Clause 26.3, a person who is not a party to these Terms or the iGTB Services Terms has no right to enforce or to enjoy the benefit of any provision of these Terms or the iGTB Services Terms.

26.2 Notwithstanding any provision of these Terms or the iGTB Services Terms, the consent of any person who is not a party is not required to rescind or vary these Terms or the iGTB Services Terms.

26.3 Any director, officer, employee, affiliate or agent of the Bank may rely on any provision of these Terms or the iGTB Services Terms (including any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

## **27. Governing Law and Jurisdiction**

These Terms are governed by and shall be construed in accordance with the laws of the Service Jurisdiction. You submit to the non-exclusive jurisdiction of the courts of the Service Jurisdiction.

## Service Jurisdiction Addendum – Hong Kong

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China (Hong Kong) Limited

Address of registered office or principal place of business: Bank of China Tower, 1 Garden Road, Hong Kong

- 1.2 In this Service Jurisdiction Addendum:

**“Consent Management Portal”** means the portal made available by the Bank on iGTB (as specified by the Bank from time to time), which allows you to manage, refresh and revoke your TSP Information Consent(s) and/or Open API Service Information Consent(s).

**“Data Provider Bank”** means an “authorized institution” within the meaning of the Banking Ordinance (Cap. 155), who is providing the Bank access to the Data Provider Bank Customer Information under the Open API Services.

**“Data Provider Bank Customer Information”** means information relating to you, your accounts, transactions, authorised persons and activities held by the Data Provider Bank from time to time, including information provided by or on your behalf to the Data Provider Bank and information collected or compiled by the Data Provider Bank.

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People's Republic of China.

**“Open API Service”** means a service provided to you by the Bank involving Data Provider Bank Customer Information.

**“Open API Service Information Consent”** means your consent permitting the Bank to access the Data Provider Bank Customer Information for the purpose of enabling the Bank to provide you with Open API Services.

**“TSP”** means a third party service provider partnering with the Bank. Please refer to <https://api.bochk.com/> for the list of TSPs.

**“TSP Service Information Consent”** means the consent given by you to the Bank permitting the Bank to provide Your Information to a TSP for the purposes of enabling the TSP to provide you with TSP Services.

**“TSP Service”** means a service provided to you by a TSP involving access to and use of Your Information through the Bank’s API.



## **2. Privacy Policy Statement**

The Bank focuses on its duty of confidentiality to its customers. Please refer to the "Data Policy Notice" and "Privacy Policy Statement" relating to the Bank's general policies on collection, use, disclosure and transfer of customer data, a copy of which is available at <http://www.bochk.com>.

## **3. Language**

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese version is for reference only. If there is any inconsistency between these the English and Chinese versions, the English version shall prevail for all purposes.

## **4. Product Specific Terms and Conditions**

The Customer agrees to be bound by any further terms and conditions which the Bank may reasonably prescribe for performing certain banking transactions and activities using any Electronic Services, including remittances and autopay arrangements. These further terms and conditions are available from the Bank's website:

Conditions for Remittance (Chinese and English):

[https://www.bochk.com/dam/more/forms/TT\\_condition.pdf](https://www.bochk.com/dam/more/forms/TT_condition.pdf)

Terms and Conditions for Autopay Services (Chinese and English):

[https://www.bochk.com/dam/more/forms/Autopay\\_condition\\_tc.pdf](https://www.bochk.com/dam/more/forms/Autopay_condition_tc.pdf)

[https://www.bochk.com/dam/more/forms/Autopay\\_condition\\_en.pdf](https://www.bochk.com/dam/more/forms/Autopay_condition_en.pdf)

## **5. TSP Services**

- 5.1 You may provide the Bank with a TSP Service Information Consent instructing the Bank to share Your Information with a TSP for the purposes of enabling the TSP to provide TSP Services to you.
- 5.2 You may initiate the grant of a TSP Service Information Consent from the TSP's platform, following which you will be redirected to the Bank's Electronic Channels for authentication. You should follow the instructions as specified by the Bank from time to time to authenticate and verify your identity and to confirm the details of the TSP Service Information Consent.
- 5.3 Upon successful authentication and confirmation, you agree and acknowledge that we will share some or all of Your Information to the TSP in accordance with the terms of the TSP Service Information Consent.
- 5.4 You acknowledge and agree that TSPs are not partners, agents or representatives of the Bank. The Bank is not responsible for the acts or omissions of TSPs, and the Bank

makes no representation or warranty that the TSP Services will be uninterrupted, error-free, timely, complete, or accurate; nor does the Bank make any representation or warranty as to the results that might be obtained from your use of the TSP Services or that TSP Services will be fit for your purposes. You should carefully review the terms and conditions applicable to the TSP Services, including terms and conditions relating to the TSP's fees and charges and the TSP's collection, usage and transfer of your data. You expressly agree that your use of TSP Services is at your own risk.

5.5 Without limiting the generality of Clause 14.2, except to the extent that such delay or interruption is caused by the Bank's wilful misconduct or negligence, the Bank will not be liable for any loss or damage arising from any of the following:

- (a) any error or omission in your communication of a TSP Service Information Consent;
- (b) any delay in or interruption to providing Your Information to the TSP; or
- (c) any delay or failure to execute, or error in executing, your instructions to amend, update, refresh or revoke your TSP Service Information Consent.

## **6. Open API Services**

6.1 To access or use the Open API Service provided to you by the Bank, we need your Open API Service Information Consent to access your Data Provider Bank Customer Information held by the Data Provider Bank.

6.2 You may initiate the grant of an Open API Service Information Consent from the Electronic Channels as specified by the Bank from time to time, following which you will be asked to confirm the details of the Open API Service Information Consent and you will be redirected to the Data Provider Bank's platform for authentication. You should follow the instructions as specified by the Data Provider Bank from time to time to authenticate and verify your identity, and to confirm the details of the Open API Service Information Consent.

6.3 Upon successful authentication and confirmation, you agree and acknowledge that the Bank will have access to your Data Provider Bank Customer Information for the purposes of providing you with Open API Services.

6.4 You acknowledge and agree that Data Provider Banks are not partners, agents or representatives of the Bank. The Bank is not responsible for the acts or omissions of Data Provider Banks, and the Bank makes no representation or warranty that access to Data Provider Bank Customer Information will be uninterrupted, error-free, timely, complete, or accurate; nor does the Bank make any representation or warranty as to the results that might be obtained from your use of Open API Services or that Open API Services will be fit for your purposes. You expressly agree that your use of Open API Services is at your own risk.

6.5 You acknowledge and agree that the Bank may, after considering the relevant Data Provider Bank Customer Information, not provide or cease to provide the Open API

Service at any time or for whatever reason. You acknowledge and agree that the decision to not provide or cease to provide the Open API Service is in the Bank's absolute discretion and the Bank will not be responsible for any loss, damage or complaint arising therefrom.

- 6.6 Without limiting the generality of Clause 14.2, except to the extent that such delay or interruption is caused by the Bank's wilful misconduct or negligence, the Bank will not be liable for any loss or damage arising from any of the following:
- (a) any error or omission in your communication of an Open API Service Information Consent;
  - (b) any delay in or interruption to the Data Provider Bank's provision of Data Provider Bank Customer Information;
  - (c) any inability to provide or delay in providing (in whole or in part) any Open API Service to you or any other impact on the Open API Service resulting from your failure to provide, maintain or refresh any necessary Open API Service Information Consent;
  - (d) any delay or failure to execute, or error in executing, your instructions to amend, update, refresh or revoke your Open API Service Information Consent;
  - (e) any reliance by you or the Bank on the Data Provider Customer Information made available through the Open API Service.

## **7. Managing TSP Service Information Consents and Open API Service Information Consents**

- 7.1 You may review, manage, refresh or revoke your TSP Service Information Consent(s) and/or Open API Service Information Consent(s) (as applicable) using the Consent Management Portal as made available by the Bank from time to time.
- 7.2 You are solely responsible for promptly amending, updating, refreshing or revoking your TSP Service Information Consent(s) and/or Open API Service Information Consent(s) (as applicable) as and when necessary or appropriate. The Bank will not be liable for any disclosure of Your Information, or the access to the Data Provider Bank Customer Information (as applicable) and any loss incurred as a consequence of your failure or delay in amending, updating, refreshing or revoking your TSP Service Information Consent(s) and/or Open API Service Information Consent(s) (as applicable).
- 7.3 The Bank may from time to time specify a maximum time period for the validity of your TSP Service Information Consent or Open API Service Information Consent, following which your TSP Service Information Consent or Open API Service Information Consent will automatically lapse. If you do not renew your permission within the specified period, your access or use of the TSP Service or the Open API Service (as applicable) will be affected.

### ***TSP Service Information Consents***

- 7.4 You may visit the Consent Management Portal on iGTB Net where you will be able to view details of the TSP Service Information Consent(s) you have granted. You may refresh or revoke your TSP Service Information Consent through the Consent Management Portal in the manner as specified by the Bank from time to time.
- 7.5 You may also refresh or revoke your TSP Service Information Consent from the TSP's platform in accordance with the TSP's terms of use and/or instructions from the TSP from time to time. We recommend that you regularly check the status of your TSP Service Information Consents on the Consent Management Portal from time to time.
- 7.6 Upon the lapse or revocation of your TSP Service Information Consent, we will stop sharing Your Information with the TSP. You acknowledge and agree that your access to and usage of the TSP Service may be affected by this stoppage and that the Bank will not be responsible for any consequences of any lapse or revocation of your TSP Service Information Consent.
- 7.7 We are only responsible for processing your instructions to revoke the TSP Service Information Consent originating from the Consent Management Portal, or upon receiving accurate and complete instructions from the TSP. We are not responsible for any act or omission to process your instructions as regards the TSP Service Information Consent arising from any error, delay, misdirection, corruption or unauthorised alteration or interception in processing your instruction regarding the TSP Service Information Consent arising from the TSP or other third parties or otherwise outside our reasonable control.

### ***Open API Service Information Consents***

- 7.8 You may visit the Consent Management Portal on the relevant Electronic Channels as specified by the Bank from time to time, where you will be able to view details of the Open API Service Information Consent(s) you have granted to us from the relevant Data Provider Bank. You may refresh or revoke your Open API Service Information Consent from the Consent Management Portal in the manner as specified by the Bank from time to time.
- 7.9 You may also revoke your Open API Service Information Consent from the Data Provider Bank's platform in accordance with the Data Provider Bank's terms of use and/or instructions from the Data Provider Bank from time to time. We recommend that you regularly check the status of your Open API Service Information Consents on the Consent Management Portal from time to time.
- 7.10 Upon the revocation of your Open API Service Information Consent (whether originating from the Consent Management Portal or from the Data Provider Bank's platform), we will not have access to the Data Provider Bank Customer Information. You acknowledge and agree that your access to and usage of Open API Services may be affected by this stoppage and that the Bank will not be responsible for any consequences of any lapse or revocation of your Open API Service Information Consent, including any delay in providing or any inability to provide you (in whole or in part) with Open API Services or any other impact on the Open API Service resulting

from your failure to provide, maintain or refresh any necessary Open API Service Information Consent.

- 7.11 We are only responsible for processing your instructions to revoke the Open API Service Information Consent originating from the Consent Management Portal, or upon receiving accurate and complete instructions from the Data Provider Bank. We are not responsible for any act or omission to process your instructions as regards the Open API Service Information Consent arising from any error, delay, misdirection, corruption or unauthorised alteration or interception in processing your instruction regarding the Open API Service Information Consent arising from the Data Provider Bank or other third parties, or otherwise outside our reasonable control.

## Service Jurisdiction Addendum – Brunei

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to the Customer from time to time:

Name of Bank: Bank of China (Hong Kong).

Address of registered office or principal place of business: Kiarong Jaya Kompleks, Lot 56244, Simpang 22, Jalan Dato Ratna, Kg Kiarong Negara Brunei Darussalam.

- 1.2 In this Service Jurisdiction Addendum:

"**BDCB**" means the Authority Monetary Brunei Darussalam (acting as the Central Bank) and its regulatory powers under Authority Monetary Brunei Darussalam Order 2010;

"**Authority**" means any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, or industry or self-regulatory body, including BDCB;

"**Arbitral Rules**" means the Arbitral Rules of the seat of arbitration as indicated by the Bank, which are in force at the time of arbitration;

"**Banking Order**" means the Brunei Banking Order 2006;

"**Brunei**" means Negara Brunei Darussalam;

"**Brunei Dollars (BND)**" means the local currency being the lawful currency of Brunei Darussalam;

"**E-token**" means the security device that produces a unique pass-code, also known as a dynamic password each time it is used; and

"**Regulatory Requirements**" means any and all of the following requirements to which the Bank or the Customer is subject to or with which the Bank or the Customer is expected to comply from time to time:

- (a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of common law or equity); and
- (b) any notification, directive, policy, procedure, condition or restriction issued by BDCB.

### 2. Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

### **3. Language**

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese version of these Terms is for reference only. If there is any inconsistency between the English and any other version, the English version shall prevail for all purposes.

### **4. Amendment to these Terms**

The following clause is inserted as a new Clause 11.4 in these Terms:

- "(a) The Customer irrevocably consents to and agrees with the Bank to provide the information concerning the Customer or this document:
- In connection with, insofar as necessary for, the proposed sale of the Bank, or a substantial part of the Bank's undertaking, to any person who is an assignee or potential assignee or beneficiary or potential beneficiary of; or a participant in or potential participant in, our rights under this document;
  - To the extent required or permitted by the Regulatory Requirements; or
  - If the Bank is under a public duty that requires the Bank under the law to disclose the information.
- (b) The Bank and the Customer agree that the Bank may share Customer's information with its agent or nominee, provided that the Bank obtains prior approval from the Customer and discloses the information subject to applicable confidentiality agreements and Regulatory Requirements."

### **5. Dispute Resolution**

The Customer and the Bank agree that any dispute shall be resolved through arbitration in any jurisdiction, to be indicated by the Bank, in accordance with the Arbitral Rules being in force at the time of arbitration, which rules are deemed to be incorporated by reference in this Clause.

### **6. Product Specific Terms and Conditions**

The following clause is inserted as a new Clause 28 in these Terms:

#### **"28. Remittance**

- 28.1 The Bank reserves the right not to process the remittance if the Bank is of the opinion that the information given by the Customer is incomplete or is not sufficiently clear. The Bank shall not be liable for any delay in processing the remittance or for its decision in not processing the same where any information given is, in the opinion of the Bank, incomplete or is not sufficiently clear.

- 28.2 Application for the remittance, once accepted by the Bank, may not be cancelled unless the Bank agrees in writing and subject to the general terms and conditions. In considering whether to accept any request by the remitter for cancellation of the remittance, the Bank may consider, among others, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled.
- 28.3 Refunds of telegraphic transfers will be made only after the Bank receives confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. In other cases, the original order/draft must be surrendered to the Bank. Refunds are made subject to payment of the Bank's charges and expenses. Refunds will be made only in the Brunei Dollars (BND). Any foreign currency refunds will be converted to BND at the Bank's buying rate at the time of refund. If there is no market in Brunei for such currency, the Bank is not obligated to refund.
- 28.4 Neither the Bank nor its branches, correspondents or agents shall be liable for any damage or loss caused by any act, decree, order of any government or governmental agency or as a result or in consequence of any other causes whatsoever which is beyond the control of the bank or its branches, correspondents or agents.
- 28.5 Telegraphic transfers are sent by wire, cable or telex or through any other channels, coded as required, entirely at Customer's own risk. Neither the Bank nor any of its branches, correspondents and agents shall be liable for any consequence which may arise by interruption, omission, error, misinterpretation, mutilation, loss or delay in transmission. While the Bank will execute the payment order on the same day upon receipt of the payment order from another financial institution, the Bank may seek confirmation from the remitting Bank if the payment instruction is not in order.
- 28.6 You shall immediately notify the branch in writing where you are made aware of any non-receipt of funds by the beneficiary. Upon receipt of such written notice duly given by you, the Bank shall look into your complaint and make the necessary investigation and ratification, if any.
- 28.7 All charges outside Brunei are to borne by the beneficiary unless instructions to the contrary are given."



## Service Jurisdiction Addendum – Cambodia

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China Limited Phnom Penh Branch

Address of registered office or principal place of business: No. 315 Preah Ang Duong (St. 110), Canadia Tower, 1st - 2nd Floor, Phnom Penh, Cambodia

- 1.2 In this Service Jurisdiction Addendum:

"**Arbitral Rules**" means the Arbitral Rules of the seat of arbitration as indicated by the Bank, which are in force at the time of arbitration.

"**Banking Law**" means the Law on Banking and Financial Institutions.

"**Cambodia**" means the Kingdom of Cambodia.

"**Civil Code**" means the Civil Code of the Kingdom of Cambodia.

"**E-token**" means the security device that produces a unique pass-code, also known as a dynamic password each time it is used.

"**NBC**" means the National Bank of Cambodia.

"**Regulatory Requirements**" means any and all of the following requirements whether applicable in or outside the Service Jurisdiction to which you are or the Bank is subject or with which you are or the Bank is expected to comply from time to time:

- (a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of civil law, common law or equity), or any embargo or sanction regime, including, but not be limited to, the Banking Law, the Law on the Organization and Conduct of the National Bank of Cambodia, the Law on Anti-Money Laundering and Combating the Financing of Terrorism, Prakas No. B14-107-161 on the Management of Payment Service Provider and all relevant sub-decrees, regulations and circulars issued by the NBC; and
- (b) any guideline, code, policy, procedure, direction, request, condition and/or restriction issued by any Authority.

### 2. Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

### **3. Language**

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese and/or Khmer versions are for reference only. If there is any inconsistency between the English and any other version, the English version shall prevail for all purposes.

### **4. Amendments to these Terms**

4.1 Clause 13.1 of these Terms be amended to read as follows:

"The Bank may, at any time without notice, combine or consolidate all of your accounts with the Bank, its subsidiary or holding company and apply any credit balance to which you are entitled to, either alone or jointly, in or towards satisfaction of any obligation which is matured owed by you to the Bank, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting."

4.2 Clause 13.2 of these Terms be amended to read as follows:

"The Bank may, at any time without notice or demand, set off any obligation owed by you to the Bank against any obligation which is matured owed by the Bank to you, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting."

4.3 The following clause is inserted as a new Clause 11.4 in these Terms:

"You irrevocably consent and agree to us to provide the information concerning you or this document:

- In connection with, insofar as necessary for, the proposed sale of the Bank, or a substantial part of the Bank's undertaking, to any person who is an assignee or potential assignee or beneficiary or potential beneficiary of; or a participant in or potential participant in, our rights under this document;
- To the extent required or permitted by the Regulatory Requirements; or
- If the Bank are under a public duty that requires the Bank under the law to disclose the information."

### **5. Dispute Resolution**

You and the Bank agree that any dispute shall be resolved through arbitration in any jurisdiction, to be indicated by the Bank, in accordance with the Arbitral Rules being in force at the time of arbitration, which rules are deemed to be incorporated by reference in this Clause.

### **6. Product Specific Terms and Conditions**

The following clause is inserted as a new Clause 28 in these Terms:

## **"28 Remittance**

- 28.1 Refunds of telegraphic transfers will be made only after the bank receives confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. In other cases, the original order/draft must be surrendered to the Bank. Refunds are made subject to payment of the Bank's charges and expenses. Refunds will be made only in the United States Dollars (USD), foreign currency funds will be converted to USD at the Bank's buying rate for that foreign currency at the time of refund. If there is no market in Cambodia for such currency, the Bank is not obligated to refund.
- 28.2 Any replacement or refund of a list, stolen or destroyed order draft is made subject to the remitter providing the Bank with an acceptable letter of indemnity and complying with any other requirement of the Bank. The Bank reserves the right to refund instead of replacing the order or draft.
- 28.3 Neither the Bank nor its branches, correspondents or agents shall be liable for any damage or loss caused by any act, decree, order of any government or governmental agency or as a result or in consequence of any other causes whatsoever which beyond the control of the Bank or its branches, correspondents or agents.
- 28.4 Telegraphic transfers are sent by wire, cable or telex or through any other channels, coded as required, entirely at your own risk. Neither the Bank nor any of its branches, correspondents and agents shall be liable for any consequence which may arise by interruption, omission, error, misinterpretation, mutilation, loss or delay in transmission. While the Bank will execute the payment order on the same day upon receipt of the payment order from another financial institution, the Bank may seek confirmation from the remitting Bank if the payment instruction is not in order.
- 28.5 You shall immediately notify the branch in writing where you are made aware of any non-receipt of funds by the beneficiary.
- 28.6 All charges outside Cambodia are to borne by the beneficiary unless instructions to the contrary are given."

## Service Jurisdiction Addendum – Lao PDR

### 1. Applicability

This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you:

Name of Bank	:	Bank of China Vientiane Branch
Address of registered office or principal place of business :		Vientiane Center, Khouvieng Road, Nongchan Village, Sisattanak District, Vientiane Capital, Lao PDR

#### 1.2 In this Service Jurisdiction Addendum:

"**Agreement**" or "**this Agreement**" means the Terms and Conditions for Corporate Electronic and Online Services;

"**Correspondent Institutions**" mean the Bank's correspondents, intermediary institutions, clearing institutions and/or beneficiary institutions;

"**Lao PDR**" means the Lao People's Democratic Republic; and

"**Lao PDR Law**" means the laws, decrees and regulations of Lao PDR.

### 2. Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over this Agreement.

### 3. Language

The English version of this Agreement and the iGTB Services Terms is the governing version. The Lao and/or Chinese versions of this Agreement are for reference only. If there is any inconsistency between the English and any other versions, the English version shall prevail for all purposes.

### 4. Amendments to the Agreement

#### 4.1 Clause 8.2 of the Agreement be amended to read as follows:

"8.2 The Bank has the discretion to designate a limit for the amount of each remittance in such a manner as it may consider appropriate and/or as set by Regulatory Requirements. The Banks shall have the right to reject any application if the remittance amount exceeds the designated limit.

Further, the Bank reserves the right not to process or effect remittance, and shall not be liable for any delay and non-processing of remittance, if the Bank is of the opinion that: (a) there are insufficient immediately available funds in the relevant currency in your Account for full payment (b) the information given in

the application is incomplete, inaccurate, or not sufficiently clear; (c) any requirements prescribed by the bank have not been complied with, including restrictions on withdrawals, particularly if made in cash or by electronic means; or (d) the application or processing of remittance would be in breach of Lao PDR Law or Regulatory Requirements in any applicable jurisdiction.

You agree that the Bank shall not be liable to you or to any other person for any loss, damage, or expense incurred arising from or in connection with such rejection, non-processing, delay, or non-effecting of remittance."

4.2 The following clauses are inserted as new Clauses 8.14 to 8.19 in the Agreement for Electronic Services:

"8.14 You shall be solely responsible for the completeness of all information provided in relation to the remittance and the Bank shall not be responsible for checking or verifying the same. You agree that you shall be solely liable for any loss or damage caused by any inaccuracies, omissions, or incompleteness of information provided you and you shall hold the Bank free and harmless from any incorrect payment or transfer effected and/or processed by the Bank and Correspondent Institutions due to any inaccuracies, omissions, or incompleteness.

8.15 Unless otherwise agreed, all charges imposed by the Correspondent Institutions are for the account of the payee and deducted from the proceeds of the remittance. You acknowledge that notwithstanding your request as remitter to pay such charges yourself, such request shall be subject to the practice of Correspondent Institutions, which is beyond the Bank's control. You agree that the Bank is entitled to collect from you the related charges of Correspondent Institutions and agents and the Bank's extra handling charges, and all expenses related to the application. You further authorize the Bank to deduct such charges and expenses from your account with the Bank.

8.16 The Bank shall have absolute discretion to appoint one or more correspondents in any countries/regions as it may consider appropriate in advising remittance to the payee of the remittance or in effecting remittance to the payee or in any other matter in relation to the remittance. To the extent permitted under Lao PDR Law, you agree that the Bank shall not be responsible for any error, negligence, default, delay, omission, insolvency, or failure of business of any such correspondents, or non-payment of remittance to the payee, or in advising remittance to the payee, or in transmission or delivery of any item, letter, or message to the payee or any of the Bank's correspondents, or be liable for any loss, in each case caused by a third party, Authority, market disruption or any event or cause beyond the control of the Bank or any of the Bank's correspondents.

8.17 If an application states a value date, the Bank shall not be liable for any loss or damage incurred by you if the payment is not received by the payee on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank's correspondents.

- 8.18 You agree that the Bank shall not be liable for loss, damage, or expense of any kind that you or any other person may incur arising from or in connection with your use of the Bank's remittance services or in the processing or execution of your instructions or requests. You expressly waive any claim for liability from the Bank, its officers, employees, and agents, for any loss of profit, or any special, indirect, incidental, consequential, exemplary, punitive loss or damages.
- 8.19 The remittance shall be processed and effected in accordance with remittance and clearing requirements under Lao PDR Law and the country or region where the payment is to be made before the payee."
- 4.3 The following clause is inserted as a new Clause 9.6 in the Agreement for Electronic Services:
- "9.6 Notwithstanding any provision of this Agreement, the use of foreign currency by you and the Bank shall be subject to Regulatory Requirements."
- 4.4 The following clauses are inserted as new Clauses 11.4 to 11.9 in the Agreement for Electronic Services:
- "11.4 You represent, guarantee, and covenant that all information and documents supplied to the Bank are proprietary to you or that you have adopted all necessary measures in accordance with Regulatory Requirements to lawfully be entitled to disclose or transfer the information or documents to the Bank.
- 11.5 The Bank may, at any time and at your expense, require you to notarize or register any document with relevant authorities under Lao PDR Law or the law of other relevant jurisdictions.
- 11.6 The Bank may, at any time and at your expense, require you to provide additional information or execute and deliver additional documents to the Bank in order to ensure that the Transactions are in full compliance with Regulatory Requirements. The Bank reserves the right to make such request either before, during or after the provision of Electronic Services by the Bank.
- 11.7 The Bank reserves the right to request additional information or documents in relation to the Transactions from any other person, at any time, without having to notify or procure consent from you in advance.
- 11.8 In compliance with Regulatory Requirements in the Bank's provision of Electronic Services and your use thereof, you agree that in the event that the Bank gains knowledge that an information in a data message or electronic records gives rise to civil or criminal liability, the Bank has the right to remove any data message or electronic record, and/or to cease service in respect to any Transaction, and to notify the relevant Authority and provide relevant information as required under Lao PDR Law.
- 11.9 The provisions in this Clause shall operate to the fullest extent permitted by Regulatory Requirements."

4.5 Clause 12.2 of the Agreement be amended to read as follows:

"12.2 The principal amount that is due but unpaid shall bear default interest at the rate specified by the Bank. Interest accrued but unpaid shall not form part of the principal due to the Bank, in accordance with Regulatory Requirements. You agree that any interest imposed by the Bank may be modified and adjusted by the Bank at any time, in accordance with Regulatory Requirements."

4.6 The following clause is inserted as a new Clause 12.7 in the Agreement for Electronic Services:

"12.7 You acknowledge receipt of and agree to the interest rate, penalty, and the methods of calculations thereof, at the time of the signing of this Agreement. You further agree that you are sufficiently notified of any change of interest rate and/or penalty if such notice has been made by the Bank through electronic means or any other means that the Bank deems appropriate."

4.7 The following clause is inserted as a new Clause 26.4 in the Agreement for Electronic Services:

"26.4 For compliance with Regulatory Requirements, the Bank may, at any time, require you to procure the written consent of any person, including Related Parties and Non-Service Jurisdiction Entity to give effect to this Agreement. This includes the written consent by a subsidiary or holding company for the set-off or consolidation of accounts as provided under Clause 13.1 of this Agreement. You shall immediately comply with the requirement within a reasonable time period provided by the Bank, which shall in no case be more than ten (10) calendar days."

4.8 Clause 27 of the Agreement be amended to read as follows:

"27.1 The Agreement is governed by and shall be construed in accordance with the laws of Lao PDR. You submit to the non-exclusive jurisdiction of the courts of Lao PDR.

27.2 Any dispute arising out of or in connection with this Agreement shall be settled in the first instance through amicable consultation and negotiations in good faith between the Parties.

27.3 In the event that such Dispute cannot be settled by you and the Bank (singularly a "**Party**" and collectively the "**Parties**") amicably within thirty (30) calendar days, any Party may at any time refer the same for settlement by arbitration in the Center for Economic Dispute Resolution in Vientiane under the Law on Economic Dispute Resolution then in force. The award of the arbitrator shall be final and binding upon the Parties to the arbitration, and each Party thereof agrees that such award may be enforced by appropriate action in any court having jurisdiction over it or its assets.

27.4 Notwithstanding this Clause, you agree that the Bank may take appropriate and concurrent legal remedies or proceedings relating to the dispute in any other

courts or authorities in any number of jurisdictions to the extent allowed by law of the applicable jurisdiction.

- 27.5 You agree that you will voluntarily comply with and shall not dispute any order, ruling, or judgment of any nature, issued pursuant to this Agreement and agree that any such order, ruling or judgment shall be fully enforceable and binding on you in Lao PDR and in any other applicable jurisdiction.
- 27.6 Pending resolution of the dispute, other parts of this Agreement that are not subject to the dispute shall continue to be enforceable."



## Service Jurisdiction Addendum – Philippines

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China Limited

Address of registered office or principal place of business: 36<sup>th</sup> Floor, Philam Life Tower, 8767 Paseo De Roxas, Makati City, Philippines 1229

- 1.2 In this Service Jurisdiction Addendum:

"**BSP**" means Bangko Sentral ng Pilipinas or the Philippine Central Bank;

"**Commencement Date**" means the date when the Bank approves the application;

"**E-Token**" means a numeric code which is generated randomly by an E-Token device, and used as an additional security and authentication feature during the actual access process;

"**Password**" means an alpha-numeric code, which is case sensitive, that will be provided by the Bank upon successful registration, and you or the Customer is compelled to change it on his/her first iGTB NET logon;

"**Personal Information**" means any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;

"**Philippine**" or "**Philippines**" means the Republic of the Philippines;

"**Philippine Data Privacy Laws**" means Republic Act No. 10173 or the Philippine Data Privacy Act of 2012, its implementing rules and regulations, and all advisories, circulars, opinions and other issuances made by the National Privacy Commission;

"**Regulatory Requirements**" mean any and all of the following which you or the Bank is subject to:

- (a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of civil law, common law or equity), or any embargo or sanction regime; and
- (b) any guideline, code, policy, procedure, direction, request, condition or restriction issued by any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, or industry or self-regulatory body; and

"**User Name**" means the name assigned to you upon successful registration to the iGTB NET and should be used to access the iGTB NET in conjunction with the Password and E-Token.

## 2. **Order of Precedence**

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

## 3. **Language**

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese version is for reference only. If there is any inconsistency between the English and any other version, the English version shall prevail for all purposes.

## 4. **Amendments to these Terms**

### 4.1 Clause 4.9(c) of these Terms be amended to read as follows:

"Information and messages (including any pricing, interest rate, exchange rate or other quotation) made available to you on or through the Electronic Services are for your reference only and shall not be binding on the Bank unless mutually agreed upon and confirmed by you and the Bank to that effect."

### 4.2 The following clause is inserted as a new Clause 4.11(f) in these Terms:

"You irrevocably consent and agree to provide to the Bank the information concerning you or this document:

- (a) In connection with, insofar as necessary for, the proposed sale of the Bank, or a substantial part of the Bank's undertaking, to any person who is an assignee or potential assignee or beneficiary or potential beneficiary of; or a participant in or potential participant in, our rights under this document;
- (b) To the extent required or permitted by the Regulatory Requirements, including but not limited to Philippine Data Privacy Laws; or
- (c) If the Bank is under a public duty that requires the Bank under the law to disclose the information."

### 4.3 The following clause is inserted as a new Clause 4.16 in these Terms:

"You understand that the Bank is covered by, among others, (a) the provisions of Republic Act No. 9160, as amended by Republic Act No. 9194, together with the Revised Rules and Regulations Implementing Republic Act No. 9160 dated August 6, 2003, BSP Circular Nos. 251, 253 and 279, and other related regulations, circulars, issuances including those pertinent Anti-Money Laundering Council or BSP Memoranda circularizing United Nations resolutions blocking transactions with certain persons or entities, as these may be issued or amended from time to time (the "**Anti-Money Laundering Laws of the Philippines**"); and (b) the rules and regulations

issued by the Office of Foreign Assets Control of the United States Department of Treasury or other relevant jurisdictions enforcing economic and trade sanctions to be observed by the United States Banks including the list of Specially Designated Nationals and Blocked Persons ("**SDN**"), as the same may be amended from time to time (the "**OFAC Regulations**"). In this regard, your application and requests in relation to the Electronic Services provided to you by the Bank are conditional on, among others, compliance by the Bank with all the pertinent provisions of the Anti-Money Laundering Laws of the Philippines and the OFAC Regulations.

The Bank may likewise withhold, cancel, disallow, or refuse any service in connection with your application and requests, should you or any counterparties be made subject to the Anti-Money Laundering Laws of the Philippines, the OFAC Regulations, or the SDN list. You hold the Bank free and harmless and fully indemnified from any liability whatsoever for its withholding, cancellation, disallowance or refusal to approve, process or execute your application or request, even though the application or request may have been initially accepted or approved by the Bank, due to the provisions of the Anti-Money Laundering Laws of the Philippines, the OFAC Regulations and the SDN list or any such similar law or regulation applicable to the Bank.

The Bank also reserves the right to request and obtain additional information from you from time to time to enable it to perform and/or complete the transaction in relation to the Electronic Services provided to you by the Bank."

4.4 The following clause is inserted as a new Clause 4.17(a) in these Terms:

"The iGTB NET will enable you to access facilities, accounts and products offered by the Bank, and that such facilities, accounts or products will be governed by separate terms and conditions. Further, iGTB NET services and functions may be added from time to time by the Bank and the Bank reserves the right to modify, replace or withdraw any service and/or function at any time for any reason whatsoever, without prior notice to you. You are aware that the rendering of the iGTB NET service is subject to various acts and other legislation, and you undertake to comply with all applicable legislation at all times. The Bank may vary these terms and conditions by giving reasonable notice of such amendments to you, by sending a notification of amendment via post, email or posting on the website."

4.5 The following clause is inserted as a new Clause 4.17(b) in these Terms:

"Should you obtain access to iGTB NET via the internet, you must register with an internet service provider before the Commencement Date. You will be solely responsible for the acquisition, installation and maintenance of the connection to the internet and any related costs or expenses will be shouldered by you. Should the internet software and hardware requirements be modified with a view to improving the internet and/or the iGTB NET, the consequential costs of any hardware, software or internet connection required for the use of the system will be for your own account. In the event that you experience problems with the internet and the internet connection, it is your sole responsibility to coordinate with the internet service provider. All information on the Bank's website is only intended to provide you with general information about the Bank, its products and services, and the Bank will not be liable for information which is not accurate or up to date."

4.6 The following clause is inserted as a new Clause 4.17(c) in these Terms:

"The iGTB NET will be available at all times, subject to the availability of the iGTB NET connection and to any periods required for necessary maintenance of the iGTB NET or the Account. You authorize the Bank to carry out any and all instructions given via the iGTB NET, including the debiting of and transfer of funds from the Account and the furnishing of information on the Account, provided that the instructions are authenticated by the of the Password, E-Token and User Name.

You accept the financial limits imposed on transfer of funds, which limits may be altered at any time as agreed upon between you and the Bank. The provision of the iGTB NET will not entitle you to overdraw the Account if borrowing arrangements have not been made with the Bank, or to overdraw in excess of any borrowing limit agreed by the Bank. You may not use the iGTB NET to collect debts of any nature from other parties. If you use the iGTB NET as a debt collecting mechanism, the Bank is entitled, at its discretion, to immediately terminate your access to the iGTB NET.

If any transaction fails, including as a result of insufficient funds being available in your account or of a third-party account having been closed, the Bank shall not be held liable. Furthermore, any payment instructions cannot be revoked once you have sent out the instruction."

4.7 The following clause is inserted as a new Clause 4.17(d) in these Terms:

"You must keep your Password, E-Token and User Name secret. You must not disclose the same, thereby giving access to any unauthorized person. You must take all reasonable precautions to prevent unauthorized use of the iGTB NET and unauthorized access to the Account. If you become aware that the Password, E-Token or User Name has been lost, forgotten or may have fallen in to the hands of an unauthorized person, you must immediately notify the Bank and immediately change the same. You must provide the correct account number, branch clearing code or SWIFT code, where required, of all beneficiaries when instructing the Bank to make payments, pay accounts and to transfer funds to such beneficiaries. The Bank does not, at any stage, verify an account number, branch clearing code or SWIFT code against the name of a beneficiary.

If any unauthorized person obtains the Password, E-Token or User Name in any manner whatsoever, such a person will be regarded as your duly authorized agent with full authority to use the iGTB NET on your behalf, unless you are able to prove that the person has obtained the Password, E-Token or User Name due to the Bank's negligence or do to internal fraud in the Bank."

4.8 The following clause is inserted as a new Clause 4.17(e) in these Terms:

"The use of the iGTB NET and the Account is at your own risk. The Bank will not be responsible for any damage, loss or consequential damage which you may suffer as a result of:

- (a) any malfunction or defect in the hardware used by you (which includes the personal computer);

- (b) any defect in the software used by you to gain access to the iGTB NET;
- (c) any act or omission by the internet service provider or any defect in the iGTB NET or any other medium by which access is gained to the system;
- (d) the iGTB NET being offline or unavailable;
- (e) any industrial action;
- (f) any other circumstances not reasonably within the Bank's control;
- (g) erroneous, unauthorized, incomplete or unlawful instructions from you;
- (h) unlawful or unauthorized access by another person(s); or
- (i) incorrect or late execution or non-payment of any instruction given by you."

4.9 The following clause is inserted as a new Clause 4.17(f) in these Terms:

"The Bank cannot confirm that any instruction sent by telephone, fax, email and/or other electronic system has indeed been sent by you; and that the Bank will not be responsible for the risk of the electronic facilities being fraudulently abused by unauthorized persons. The Bank cannot be held responsible for the confidentiality of information contained in documents that are sent to the selected fax number or email address, or for documents that do reach the selected fax number or email address. Information transmitted through any electronic communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring; and that you use any electronic communication system at your own risk."

4.10 The following clause is inserted as a new Clause 29 in these Terms:

**"29. Miscellaneous**

- 29.1 In no event shall the Bank be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of the Bank's responsibilities regarding its services which is caused or occasioned by any act or thing beyond the Bank's control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, storm or other adverse weather conditions or catastrophe, inability to obtain or delay in obtaining wire services or internet access and refusal or delay by any internet service, service provider or another bank or financial institution.
- 29.2 The Bank, as authorised by the BSP, may offer additional or other services related to the Electronic Services from time to time. Such services, whenever added, shall be subject to any particular separate service agreement, these Terms, and this Service Jurisdiction Addendum.

- 29.3 As of the date of this Service Jurisdiction Addendum and each date that you request or receive services, neither (a) your agreement to the terms of this Addendum, whether agreed to by you now or in the future nor (b) your obtaining of the services will constitute an event of default under any agreement, including but not limited to any loan agreement, that you have with the Bank or any other party."

## **5. Product Specific Terms and Conditions**

The following clause is inserted as a new Clause 28 in these Terms:

### **"28. Remittance**

- 28.1 Refunds of telegraphic transfers will be made only after the Bank receives confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. In other cases, the original order/draft must be surrendered to the Bank. Refunds are made subject to payment of the Bank's charges and expenses. Refunds will be made only in United States Dollars (USD). Foreign currency funds will be converted to USD at the Bank's buying rate for that foreign currency at the time of refund. If there is no market in the Philippines for such currency, the Bank is not obligated to refund.
- 28.2 Any replacement or refund of a list, stolen or destroyed order draft is made subject to the remitter providing the Bank with an acceptable letter of indemnity and complying with any other requirement of the Bank. The Bank reserves the right to refund instead of replacing the order or draft.
- 28.3 Neither the Bank nor its branches, correspondents or agents shall be liable for any damage or loss caused by any act, decree, order of any government or governmental agency or as a result or in consequence of any other causes whatsoever which beyond the control of the Bank or its branches, correspondents or agents.
- 28.4 Telegraphic transfers are sent by wire, cable or telex or through any other channels, coded as required, entirely at applicant's own risk. Neither the Bank nor any of its branches, correspondents and agents shall be liable for any consequence which may arise by interruption, omission, error, misinterpretation, mutilation, loss or delay in the transmission. The Bank should be given the right to seek confirmation from the remitting bank if the payment instruction is not in order.
- 28.5 You shall immediately notify the branch in writing where you are made aware of any non-receipt of funds by the beneficiary.
- 28.6 All charges outside the Philippines are to borne by the beneficiary unless instructions to the contrary are given."

## **Service Jurisdiction Addendum – Thailand**

### **1. Applicability**

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China (Thai) Public Company Limited

Address of registered office or principal place of business: 179/4 Bangkok City Tower, South Sathorn Road, Tungmahamek Sub-district, Sathorn District, Bangkok 10120 Thailand

- 1.2 In this Service Jurisdiction Addendum:

"**BOT**" means the Bank of Thailand; and

"**Thailand**" means the Kingdom of Thailand.

### **2. Order of Precedence**

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

### **3. Language**

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese and/or Thai versions are for reference only. If there is any inconsistency between the English and any other versions, the English version shall prevail for all purposes.

### **4. Amendments to these Terms**

- 4.1 Clause 10.5 of these Terms be amended to read as follows:

"The Bank has the right to apply any amount paid to the Bank in respect of your obligations and liabilities in or towards satisfaction of the same (in such order and manner as the Bank may determine)."

- 4.2 Clause 12.2 of these Terms be amended to read as follows:

"Interest accrued but unpaid shall bear default interest at the same rate and, to the extent allowed by the Regulatory Requirements, shall form part of the principal due to the Bank and bear interest accordingly unless otherwise specified by the Bank."

- 4.3 Clause 13.1 of these Terms be amended to read as follows:

"The Bank may at any time without notice, combine or consolidate all of your accounts with the Bank, its subsidiary or holding company and apply any credit balance to which

you are entitled, either alone or jointly, in or towards satisfaction of any obligation owed by you to the Bank, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting."

4.4 Clause 13.2 of these Terms be amended to read as follows:

"The Bank may, at any time without notice or demand, set off any obligation owed by you to the Bank against any obligation owed by the Bank to you, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting."

4.5 Clause 13.4 of these Terms be removed from these Terms.

4.6 The following clause is inserted as a new Clause 29 in these Terms:

**"29. Force Majeure**

In no event shall the Bank be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of the Bank's responsibilities regarding its services which is caused or occasioned by any act or thing beyond the Bank's control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, storm or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, refusal or delay by any Internet service, service provider or another bank or financial institution."

4.7 The following clause is inserted as a new Clause 30 in these Terms:

**"30. Miscellaneous**

30.1 The Bank, as authorised by the BOT and/or other relevant regulators, may offer additional services from time to time, such services, whenever added, shall be subject to the separate service agreement from these Terms and this Service Jurisdiction Addendum.

30.2 As of the date of these Terms and this Service Jurisdiction Addendum and each date that you request or receive services, you expressly represent and warrant to the Bank that neither (a) your agreement to the terms of this Service Jurisdiction Addendum, whether agreed by you now or in the future nor (b) your obtaining of the services will constitute an event of default under any agreement, including without limitation, any loan agreement, that you have with the Bank or any other party."



## 5. Product Specific Terms and Conditions

The following clause is inserted as a new Clause 28 in these Terms:

### "28. Remittance

- 28.1 All payment instructions should be checked carefully by you in each case and you should fill in all the details of beneficiary's information as the Bank may require. The Bank shall not be liable for any delayed payment of incorrect payment caused by the wrong information given or unclear instruction.
- 28.2 The Bank shall not be liable for any loss or damage due to delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, letter, telegram or cable or the actions of our correspondents, sub-agents or other agencies, or declared or undeclared war, censorship, blockade, insurrection, civil commotion, or any law, decree, regulation, control, restriction or other act of a domestic or foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond our control.
- 28.3 The Bank is not to be liable for errors, neglects, or defaults of any correspondents, sub-agents or other agencies.
- 28.4 Any request for amendment or cancellation has to be made upon production of proper identity documents, and the Bank is entitled to reimbursement for the expenses of the Bank, its correspondents and agents."

## Service Jurisdiction Addendum –Vietnam

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China (Hong Kong) Limited – Ho Chi Minh City Branch  
Address of registered office or principal place of business: 14c Cach Mang Thang Tam, District 1, Ho Chi Minh City, Vietnam

- 1.2 In this Service Jurisdiction Addendum:

"**Beneficiary**" means the beneficiary of a remittance;

"**BOC Remittance Plus**" means a dual-direction remittance service offered by the Bank;

"**CHATS**" means Clearing House Automated Transfer System;

"**Correspondent Institutions**" means the Bank's correspondents, intermediary institutions, clearing institutions and/or the beneficiary institutions;

"**Express Transfer**" means Telegraphic Transfer or BOC Remittance Plus fund transfer through RGTS/CHATS;

"**RTGS**" means Real Time Gross Settlement system;

"**SBV**" means State Bank of Vietnam;

"**Telegraphic Transfer**" means an electronic method of transferring funds utilized primarily for overseas wire transactions;

"**Vietnam**" means the Socialist Republic of Viet Nam; and

"**Vietnam Banking Regulations**" means any law, ordinance, decree, circular, rule, guideline, policy, procedure, direction, request, condition or restriction issued by relevant competent authorities of Vietnam regulating banking activities.

### 2. Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

### 3. Language

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese and/or Vietnamese versions are for reference only. If there is

any inconsistency between the English and any other versions, the English version shall prevail for all purposes.

#### **4. Amendment to these Terms**

4.1 Clause 10.4 of these Terms is amended to read as follows:

"10.4 You agree that the Bank may, at any time at its discretion without giving notice or reason, convert any or all outstanding indebtedness owing by you in connection with a Transaction into (i) the lawful currency of the Service Jurisdiction, (ii) the currency designated by the Bank for the Transaction, or (iii) such other currency as the Bank may consider appropriate. The conversion shall be made at the Exchange Rate. The Bank may, after such conversion, adjust the applicable interest rate having regard to the prevailing market conditions."

4.2 Clause 13.1 of these Terms is amended to read as follows:

"13.1 The Bank may, at any time without notice, combine or consolidate all of your accounts with the Bank, apply any credit balance to which you are entitled, either alone or jointly, in or towards satisfaction of any obligation (whether or not matured, actual, future, contingent, unliquidated or unascertained) owed by you to the Bank, regardless of the currency of the respective obligations, the place of payment or the office through which the Bank is acting."

4.3 Clause 21 of these Terms is amended to read as follows:

"21.1. You may not assign or transfer any of its rights in connection with the Electronic Services unless you give prior notice to the Bank. You may not assign or transfer any of its obligations in connection with the Electronic Services unless with the Bank's prior written consent.

21.2 The Bank may assign and transfer all or any of its rights in connection with the Electronic Services to any person without notice to or consent from you. The Bank may assign and transfer all or any of its obligations in connection with the Electronic Services to any person upon obtaining your prior written consent."

#### **5. Product Specific Terms and Conditions**

The following clause is inserted as a new Clause 28 in these Terms:

##### **"28. Remittance**

28.1 The Bank may prescribe further terms and conditions in connection with payment out and remittance services and transactions from time to time as it considers appropriate.

28.2 The Bank is not required to process or effect the remittance, and shall not be liable for any delay in processing the remittance or for its decision in not processing the same, if the Bank is of the opinion that:

- (a) there are insufficient cleared funds in the relevant currency in your account from which the remittance is to be made;
  - (b) the information given in the application is incomplete or has not been accurately or properly provided or is not sufficiently clear;
  - (c) the application or processing of the remittance would be a breach of any applicable law, regulation, code or guideline or court order.
- 28.3 If the Bank makes a payment to you or to any person on your behalf including paying a cheque where there are insufficient immediately available funds in your Account or insufficient available overdraft limit, you shall repay to the Bank the amount of the shortfall together with interest and charges.
- 28.4 You expressly authorise the Bank to pay the bearer of a withdrawal instruction purported to be signed on your behalf.
- 28.5 The Bank will take reasonably practicable steps to meet the value date specified by you for a remittance, but does not guarantee it. The time and date on which the payee actually receives payment will be affected by cut-off times and other procedures that are applicable in the respective jurisdictions.
- 28.6 A request to stop or alter a payment may be subject to such conditions prescribed by the Bank, including providing evidence and indemnity to the satisfaction of the Bank and, where the request relates to a draft issued by the Bank, you shall return the original draft to the Bank. The Bank is not responsible for making payment if it is not reasonably practicable for the Bank to stop or alter it, in which case any paid charges will not be refunded. No refund of a payment will be made until the Bank is satisfied that the payment order has been cancelled and has received the relevant amount in immediately available funds. The Bank has the right to deduct all reasonable expenses from the refund amount and effect any currency conversion for making payment in the local currency. If the Bank acts reasonably, it will not be responsible for any loss of any kind which you may incur or suffer in connection with any failure or delay in making refund.
- 28.7 The Bank is not responsible for any failure or delay of the receiving bank or institution in making payment to your payee nor for recovering any payment from it.
- 28.8 Unless otherwise agreed, a remittance will be made in the currency of the jurisdiction in which the payment is to be made, and charges (including those of our correspondent banks) will be deducted before payment to the payee. The Bank and its correspondent bank may effect currency conversions for these purposes in their respective jurisdictions.
- 28.9 The Bank is not responsible for advising you (i) on any legal or regulatory requirements or customs including exchange control that are applicable in any jurisdiction, or (ii) in advance of any fees and charges payable to any correspondent bank of the Bank or any other bank or institution which processes the payment or remittance. You are responsible for making your own enquiries.

- 28.10 The Bank has the right to remit an amount to, or draw a draft payable at, a place different from that required by you if the Bank considers appropriate or necessary.
- 28.11 If a provisional exchange rate is used in an application from the Customer for a remittance or draft, the Bank may debit any deficit or credit any gain to any Account without prior notice after it has determined the applicable exchange rate.
- 28.12 You authorise the Bank to disclose Your Information including the payment purposes stated by you or on your behalf to any correspondent bank, receiving bank, Authority and other persons for the purpose of effecting a remittance. The Bank is not liable to you or any other person for any loss of any kind, whether direct, indirect or consequential, which may be incurred or suffered arising from or in connection with the Bank's execution of any remittance instruction.
- 28.13 You understand and accept the risk of allowing payment out or remittance from your Accounts to the accounts of any other person, including the risk of unauthorised payment or transfer.
- 28.14 The Bank reserves the right to effect the remittance either as Telegraphic Transfer, BOC Remittance Plus or Express Transfer.
- 28.15 The remittance may be delayed or cancelled in the case where there are insufficient funds in the Bank's settlement account with the relevant clearing institutions at the time when the remittance is processed or effected. The Bank is not responsible for any delay or cancellation in processing the remittance.
- 28.16 The Bank shall have the absolute and unfettered discretion to appoint any one or more correspondents in any countries/regions as it may consider appropriate in advising the remittance to the Beneficiary or in effecting the remittance to the Beneficiary or in relation to any other matter in relation to the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such correspondents. Neither the Bank nor the Bank's correspondents shall be responsible for any delay in payment or non-payment of the remittance to the Beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank's correspondents or be liable for any loss, in each case, caused by a third party, government or regulatory body, market disruption or any event or cause beyond the control of the Bank or any of the Bank's correspondents. Any action process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if in good faith and in conformity with any applicable laws, customs or regulation of any jurisdiction, shall be binding on you and shall not place the Bank or any of the Bank's correspondents under any liability to you.
- 28.17 The Bank shall have the absolute and unfettered discretion to designate a limit for the amount of each remittance in such manner as it may consider appropriate. The Bank shall have the right to reject any application if the remittance amount exceeds the designated limit and the Bank shall not be liable to you or any other

person for any loss, damage or expense of any kind which you or any other person may incur or suffer, arising from or in connection with such rejection.

- 28.18 All charges imposed by the Correspondent Institutions are for the account of the Beneficiary and deducted from the proceeds of the remittance unless specified otherwise. Where you have requested to pay such charges yourself, the Bank will communicate such request to the Correspondent Institutions directly or indirectly but whether the Beneficiary can receive the full amount of remittance will depend on the practice adopted by the Correspondent Institutions, which is beyond the Bank's control. The Bank is entitled to collect the related charges of Correspondent Institutions and agents, plus extra handling charges of the Bank from you.
- 28.19 At its absolute discretion, the Bank may accept payment of the remittance amount by certain types of credit card instead of withdrawal from account.
- 28.20 The Bank may send message(s) relating to the remittance either in words or in cipher or in any other form of electronic transmission signals and shall not be liable for any loss, delay, error, omission, inclusion or exclusion, or mutilation which may occur in the transmission of the message, or any part thereof, or for any mistaken translation or misinterpretation of the message by any of the relevant Correspondent Institutions.
- 28.21 The Bank may make payment of the remittance at a place different from that specified by you in an application if the circumstances, in the Bank's sole and absolute opinion, so require.
- 28.22 In the event of breakdown or malfunction of any clearing system of the SBV including but not limited to RTGS/CHATS, or the participant indicated by you is not a direct participant of RTGS/CHATS, you authorizes the Bank to, without first notifying you, deposit the remittance amount to the account of the Beneficiary, via remittance or other means as the Bank thinks fit and further agrees that such transaction is governed by the relevant terms and conditions.
- 28.23 Payment of the remittance may need to go through a clearing system and/or certain local procedures of the country/region where the payment is to be made before the Beneficiary institution or the Beneficiary has actually received the payment of the remittance.
- 28.24 If an application for Telegraphic Transfer, BOC Remittance Plus or Express Transfer is accepted by the Bank at a time after the deadline stipulated by the Bank for the processing of outward remittances (if any), that application shall be deemed to be accepted by the Bank on the next following business day of the Bank.
- 28.25 The Bank is not responsible for recovering any payment which you have made to a third party, or for resolving any dispute between you and any third party.
- 28.26 Unless caused by the Bank's wilful misconduct or negligence, the Bank is not liable for any breakdown or malfunction in or of any computer, mechanical or

electronic instruments, apparatus or device or for any computer virus which may impair the functions of a computer system.

- 28.27 Unless otherwise specified in this Service Jurisdiction Addendum, you shall reimburse the Bank all the expenses relating to each application and the Bank may deduct any such expenses from any of your Accounts with the Bank.
- 28.28 In sending remarks or messages to be displayed to Beneficiaries or counterparties of the remittance instructions, you should mask the name or other data of such Beneficiaries or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
- 28.29 The Bank will process your instructions in accordance with the applicable laws, rules, guidelines and procedures from time to time including but not limited to the rules imposed by SBV in relation to the RTGS/CHATS.
- 28.30 You shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from your instructions or accounts, any transmission from you to the Bank, or the provision of any service to you, and against all expenses (including legal fees) incurred in the exercise or enforcement of the Bank's rights including in recovering sums from you.
- 28.31 You shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from any breach by you of the terms and conditions stated herein or referred to or the terms, conditions or rules applicable to an account, service or transaction, any act or omission on your part, and any tax or levy, arising from your instructions or a service.
- 28.32 Where the customer advice is to be sent to you by mail, it is sent at your sole risk.
- 28.33 Each application shall be subject to acceptance by the Bank at its absolute discretion.
- 28.34 The conditions herein contained shall be in addition to and shall not prejudice other agreement(s) or terms and conditions between the Bank and you. If any provision or part of these conditions shall be invalid, all other provisions shall remain in full force and effect.
- 28.35 Remitter may not include conditions to be satisfied before payment can be released to the Beneficiary as neither the Bank nor beneficiary institution will accept responsibility for ensuring such conditions are satisfied.
- 28.36 The Bank may from time to time revise the conditions herein at its sole discretion. All scheduled remittances and standing instructions shall be subject to the conditions applicable at the time when such remittance or instruction is being processed."

## Service Jurisdiction Addendum – Malaysia

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China (Malaysia) Berhad (511251-V)

Address of registered office: Second Floor, Plaza OSK, Jalan Ampang, Kuala Lumpur 50450 Wilayah Persekutuan, Malaysia.

- 1.2 In this Service Jurisdiction Addendum:

"**AMLA**" means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and includes any amendment, consolidation or re-enactment from time to time;

"**Beneficiary**" means the beneficiary of the remittance outside Malaysia in accordance with the Malaysia Banking Regulations;

"**BNM**" means Bank Negara Malaysia, the Central Bank of Malaysia;

"**Correspondent Institutions**" means the Bank's correspondents, intermediary institutions, clearing institutions and/or the beneficiary institutions; and

"**Malaysia Banking Regulations**" means any law, ordinance, decree, circular, rule, guideline, policy, procedure, direction, request, condition or restriction issued by relevant competent authorities of Malaysia regulating banking activities and includes any amendment, consolidation or re-enactment from time to time.

### (f) Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

### (g) Language

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese and/or Malay versions are for reference only. If there is any inconsistency between the English and any other versions, the English version shall prevail for all purposes.

### (h) Anti-Money Laundering

- 4.1 You undertake that you shall not use the Electronic Services for money laundering or violate any laws relating to money laundering as defined under the AMLA and shall ensure that all monies involved in the Electronic Services shall come from a lawful source of activity and not unlawful activities, as defined under the AMLA.



- 4.2 You shall disclose any information as the Bank may require from time to time for the purposes of verifying the information provided by you which copies may thereafter be retained by the Bank and shall furnish any documents deemed necessary to the satisfaction of the Bank in a timely manner within the period specified by the Bank, for the purposes of complying with laws, rules, regulations, directives and guidelines of BNM and/or given, made or established by you.
- 4.3 You shall notify the Bank if you are an intermediary for other persons and upon notification, the Bank may require you:
- (a) to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by you which copies may thereafter be retained by the Bank; and
  - (b) to declare and certify that the necessary "know your customer" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by you that the monies, funds or collateral are from a lawful source of activity and not from an unlawful activity as defined under the AMLA.
- 4.4 The Bank shall not be obliged to proceed with any transactions or disbursements nor accept any monies, funds or collateral ("**Assets**") pending receipt of information from you and until received and verified thereof to the satisfaction of the Bank and/or the relevant authorities.
- 4.5 In relation to Assets already in the possession of the Bank, you hereby authorise the Bank to retain the Assets for the time being until the Bank receives satisfactory clearance from the relevant authorities.
- 4.6 You acknowledge that the Bank is required, in compliance with the obligations set out in the relevant Malaysia Banking Regulations in particular, the BNM's Policy Document on Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT)-Banking and Deposit-Taking Institutions (Sector 1), to conduct due diligence on you and your Authorised Signatory when:
- (a) establishing business relations;
  - (b) providing money changing and wholesale currency business for transactions involving an amount equivalent to RM3,000 and above;
  - (c) providing wire transfer services;
  - (d) carrying out occasional transactions involving an amount equivalent to RM50,000 and above, including in situations where the transaction is carried out in a single transaction or several transactions in a day that appear to be linked;
  - (e) carrying out cash transactions involving an amount equivalent to RM50,000 and above;

- (f) it has any suspicion of money laundering and terrorism financing, regardless of amount; or
- (g) it has any doubt about the veracity or adequacy of previously obtained information.

4.7 In the absence of any finally and judicially determined gross negligence, wilful misconduct, fraud or wilful default on part of the Bank, the Bank shall not be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Bank's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under AMLA.

**(i) Connected Parties**

5.1 For the purposes of compliance with the Financial Services Act 2013 and the BNM Guideline on Credit Transactions and Exposures with Connected Parties, you shall declare to the Bank whether you are a connected party, which includes but is not limited to, a spouse, child, parent or financial dependant of the Bank's director, controlling or influential shareholder, executive officer or credit-approving/appraising/reviewing officer or in case of the corporate customer, any legal entity controlled by the abovementioned persons.

5.2 If at any time you become a connected person, you must notify the Bank in writing immediately. The Bank reserves the right to terminate the Electronic Services in the event of your failure to make the appropriate or correct declaration, resulting in the Bank contravening the relevant Malaysia Banking Regulations.

**(j) Privacy Policy Statement**

The Bank focuses on its duty of confidentiality to you as its customer. Please refer to the "Privacy Policy Statement" relating to the Bank's general policies on collection, use, disclosure and transfer of customer data, a copy of which is available at any of the Bank's branches in Malaysia as well as its website at <http://www.bank-of-china.com/my>.

**(k) E-Banking Charter**

The Bank is committed to ensure the security and quality of the Electronic Services provided to you. Please refer to the "e-Banking Charter" relating to the Bank's duties on providing safe, reliable, quality and transparent Electronic Services, a copy of which is available at any of the Bank's branches in Malaysia as well as its website at <http://www.bank-of-china.com/my>.

**(l) Product Specific Terms and Conditions**

The following clause is inserted as a new Clause 28 in these Terms:

**"28. Remittance**

- 28.1 The Bank reserves the right not to process or effect the remittance, and shall not be liable for any delay in processing the remittance or for its decision in not processing the same, if the Bank is of the opinion that:
- (a) there is insufficient cleared funds in your account from which the remittance is to be made;
  - (b) the information given in your remittance application is incomplete or has not been accurately or properly provided or is not sufficiently clear; or
  - (c) the application or processing of the remittance would be a breach of any Malaysia Banking Regulations or a court order.
- 28.2 The Bank reserves the right to effect the remittance either as telegraphic transfer, demand drafts, cashier's orders, Interbank GIRO or Real Time Electronic Transfer of Funds and Securities System (RENTAS).
- 28.3 The remittance may be delayed or cancelled in the case where there are insufficient funds in the Bank's settlement account with the relevant clearing institutions at the time when the remittance is processed or effected. The Bank is not responsible for any delay or cancellation in processing the remittance.
- 28.4 The Bank shall have the absolute and unfettered discretion to appoint any one or more correspondents in any countries/regions as it may consider appropriate in advising the remittance to the Beneficiary or in effecting the remittance to the Beneficiary or in relation to any other matter in relation to the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such correspondents. Neither the Bank nor the Bank's correspondents shall be responsible for any delay in payment or non-payment of the remittance to the Beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank's correspondents or be liable for any loss, in each case, caused by a third party, government or regulatory body, market disruption or any event or cause beyond the control of the Bank or any of the Bank's correspondents. Any action process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if in good faith and in conformity with any applicable Malaysia Banking Regulations, shall be binding on you and shall not place the Bank or any of the Bank's correspondents under any liability to you.
- 28.5 The Bank shall have the absolute and unfettered discretion to designate a limit for the amount of each remittance in such manner as it may consider appropriate in accordance with Money Services Business (Remittance Business) Regulations 2012. The Bank shall have the right to reject any application if the remittance amount exceeds the designated limit and the Bank shall not be liable to you or any other person for any loss, damage or expense of any kind which you or any other person may incur or suffer, arising from or in connection with such rejection.

- 28.6 The Bank is not responsible to advise you of any exchange control or other restriction which may be imposed by the laws or regulations of the country/region where payment of the remittance is to be effected. The Bank shall not be liable for any loss or delay arising from or in connection with such exchange control or restriction. Hence, you are advised to make your own enquiries about any exchange control or restriction.
- 28.7 All charges imposed by the Correspondent Institutions are for the account of the Beneficiary and deducted from the proceeds of the remittance unless specified otherwise. Where you have requested to pay such charges by yourself, the Bank will communicate such request to the Correspondent Institutions directly or indirectly, but whether the Beneficiary can receive the full amount of remittance will depend on the practice adopted by the Correspondent Institutions which is beyond the Bank's control. The Bank is entitled to collect the related charges of Correspondent Institutions and agents, plus extra handling charge of the Bank from you.
- 28.8 At its absolute discretion, the Bank may accept payment of the remittance amount by certain types of credit card instead of withdrawal from account. You hereby acknowledge that if you pay the remittance amount by your BOC Credit Card, BOC Credit Card (International) Limited will charge an administration fee of remittance by credit card and debit to the BOC Credit Card account the remittance amount, all related charges (if applicable) and the administration fee.
- 28.9 The Bank may send message(s) relating to the remittance either in words or in cipher or in any other form of electronic transmission signals and shall not be liable for any loss, delay, error, omission, inclusion or exclusion, or mutilation which may occur in the transmission of the message, or any part thereof, or for any mistaken translation or misinterpretation of the message by any of the relevant Correspondent Institutions.
- 28.10 The Bank may make payment of the remittance at a place different from that specified by you in the application if the circumstances, in the Bank's sole and absolute opinion, so require.
- 28.11 Without prejudice to Clause 28.2 above, in the event of breakdown or malfunction of any payment system or clearing system you authorise the Bank to, without first notifying you, deposit the remittance amount to the account of the Beneficiary via remittance or other means as the Bank thinks fit and further agrees that such transaction is governed by the relevant terms and conditions.
- 28.12 Payment of the remittance may need to go through a clearing system and/or certain local procedures of the country/region where the payment is to be made before the beneficiary institution or the Beneficiary has actually received the payment of the remittance.
- 28.13 If payment of the remittance is to be processed on a particular date, you shall state such date as the value date on the application, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, the Bank shall not be

liable for any loss or damage incurred by you and/or the beneficiary institution and/or any other party if the payment is not received by the Beneficiary or the beneficiary institution on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank's correspondents, and nor shall the Bank be responsible as to when the beneficiary institution pays the Beneficiary or, if it fails to do so, to recover payment from it. In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, the Bank shall not warrant that the beneficiary institution or the Beneficiary will receive the remittance on the same day of the date of acceptance or deemed acceptance of the application as the remittance will be subject to, inter alia, the cut-off time relating to the geographical location of destination of the remittance and the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks.

- 28.14 If the application for telegraphic transfer, demand drafts, cashier's orders, Interbank GIRO or RENTAS is accepted by the Bank at a time after the deadline stipulated by the Bank for the processing of outward remittances (if any), the application shall be deemed to be accepted by the Bank on the following business day of the Bank.
- 28.15 Where the remittance is effected on the basis of a provisional exchange rate, then once the Bank is able to ascertain the actual applicable exchange rate, the Bank shall be entitled to debit the difference (in case the amount payable by you on the basis of the actual exchange rate exceeds the amount paid by you), or (as the case may be) credit the difference (in case the amount payable by you on the basis of the actual exchange rate is less than the amount paid by you) to the account or BOC Credit Card account (as the case may be) from which the remittance amount was debited without prior notice to you.
- 28.16 The application for telegraphic transfer, demand drafts, cashier's orders, Interbank GIRO or RENTAS, once accepted by the Bank, may not be cancelled, amended or revoked unless the Bank agrees in writing. In considering to accept any request by you for cancellation of such application, the Bank may consider, inter alia, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled. In case the Bank agrees to cancel the remittance, such agreement will always be subject to the following conditions and any other additional conditions as the Bank may impose:
- (a) You shall be liable for any costs and expenses incurred by the Bank and/or the relevant Correspondent Institutions in giving and/or considering to give effect to the cancellation and such costs and expenses, as conclusively determined by the Bank, shall be deducted from the amount refunded to you, or the account or BOC Credit Card account (as the case may be) from which the remittance amount was debited.
  - (b) The amount of refund shall be calculated at the Bank's current buying rate for the currency of the relevant remittance at the time of refund.

- (c) Unless otherwise agreed by the Bank, the amount of refund shall be credited to the account or BOC Credit Card account (as the case may be) from which the related remittance amount was debited.
  - (d) Administration fee for remittance by credit card, if applicable, shall not be refunded.
- 28.17 The Bank is not responsible for recovering any payment which you have made to a third party, or for resolving any dispute between you and any third party.
- 28.18 Unless caused by the Bank's wilful misconduct or negligence, the Bank is not liable for any breakdown or malfunction in or of any computer, mechanical or electronic instruments, apparatus or device or for any computer virus which may impair the functions of a computer system.
- 28.19 Unless otherwise specified in these Terms, you shall reimburse the Bank all the expenses relating to the application and the Bank may deduct any such expenses from any of your accounts with the Bank.
- 28.20 You shall be solely responsible for the accuracy and completeness of all information provided and the Bank shall not be responsible for checking or verifying the same. You shall be solely liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by you and shall hold the Bank harmless from any incorrect payment or transfer effected by the Bank due to any inaccuracies, omissions or incompleteness of any information provided by you.
- 28.21 In sending remarks or messages to be displayed to Beneficiaries or counterparties of the remittance instructions, you should mask the name or other data of such Beneficiaries or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
- 28.22 The Bank will process your instructions in accordance with the applicable Malaysia Banking Regulations from time to time.
- 28.23 Notwithstanding any provision hereto, the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank's remittance services or the processing or execution of instructions given by you (including but not limited to any loss, damage or expense arising from or in connection with your failure to comply with your obligations relating to the application) and/or any delay, unavailability, disruption, failure or error of or caused by any clearing system or arising from any circumstances beyond the Bank's control. In no event will the Bank, its officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 28.24 You shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from your instructions or accounts, any transmission from you to the

Bank, or the provision of any service to you, and against all expenses (including legal fees) incurred in the exercise or enforcement of the Bank's rights including in recovering sums from you.

- 28.25 You shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from any breach by you of the terms and conditions stated herein or referred to or the terms, conditions or the rules applicable to the account, service or transaction, any act or omission on your part, and any tax or levy arising from your instructions or a service.
- 28.26 Where you requested your advice to be sent by mail, it is sent at your sole risk.
- 28.27 The application shall be subject to acceptance by the Bank at its absolute discretion.
- 28.28 You may not include conditions to be satisfied before payment can be released to the Beneficiary as neither the Bank nor beneficiary institution will accept responsibility for ensuring such conditions are satisfied.
- 28.29 The Bank may from time to time revise the conditions herein at its sole discretion. All scheduled remittances and standing instructions shall be subject to the conditions applicable at the time when such remittance or instruction is being processed."

## Service Jurisdiction Addendum – Myanmar

### 1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China (Hong Kong), (Yangon Branch, Myanmar)

Address of registered office or principal place of business: Zone B, 1st Floor, Golden City Business Center, Yankin Road, Yankin Township, Yangon Region, Myanmar

- 1.2. In this Service Jurisdiction Addendum:

"**Central Bank**" means the Central Bank of Myanmar;

"**Correspondent Institutions**" means the Bank's correspondents, intermediary institutions, clearing institutions and/or the beneficiary institutions;

"**Myanmar**" means the Republic of the Union of Myanmar;

"**Regulatory Requirements**" means any and all of the following requirements to which you or the Bank is subject or with which you or the Bank is expected to comply from time to time:

- (c) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of civil law, common law or equity), or any embargo or sanction regime; and
- (d) any notification, directive, guideline, code, policy, procedure, direction, request, condition or restriction issued by any Authority; and

"**USD**" means the lawful currency of the United States of America.

### (m) Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

### 3. Language

The English version of these Terms and the iGTB Services Terms is the governing version. The Myanmar and/or Chinese versions are for reference only. If there is any inconsistency between the English and any other versions, the English version shall prevail for all purposes.

### 4. Amendments to these Terms

- 4.1 Clause 18.1 of these Terms is amended to read as follows:



The Bank may, at its discretion, appoint any other person as its agent or nominee (including any other Bank Group Member), to support, provide or perform any of the Bank's obligations for providing the Electronic Services, and you irrevocably consent and unconditionally authorise the Bank to delegate its powers to such person.

4.2 The following clause is inserted as a new Clause 8.14 in these Terms:

"8.14 Where any instructions are given by the Customer for international fund transfers from its Accounts to the Accounts of the Related Party or Non-Service Jurisdiction Entity situated outside of the Service Jurisdiction or other payments out to third parties or other remittance services outside of the Service Jurisdiction ("**International Fund Transfers**"), the Customer shall ensure that all instructions are in compliance with the Regulatory Requirements and the Bank has the right to reject such instructions unless documents and information relevant to the underlying reason for the International Fund Transfer is provided to the reasonable satisfaction of the Bank."

4.3 The following clause is inserted as a new Clause 8.15 in these Terms:

"8.15 The Bank is authorised and has the right to report all or any transactions and information in connection with the Customer and the International Fund Transfers including the provision of the supporting documents to the Central Bank or such persons required in accordance with Regulatory Requirements."

4.4 The following clause is inserted as a new Clause 9.6 in these Terms:

"9.6 Any withdrawals requested to be made by the Customer in cash from its accounts in foreign currencies will be subject to withdrawal limits imposed on the Bank pursuant to Regulatory Requirements."

4.5 The following clause is inserted as a new Clause 12.7 in these Terms:

"The interest rates specified by the Bank will be in accordance with the interest rates permitted by the Central Bank from time to time."

## 5. **Product Specific Terms and Conditions**

The following clause is inserted as a new Clause 28 in these Terms:

### "28 **Remittance**

28.1 The Bank reserves the right not to process or effect the remittance, and shall not be liable for any delay in processing the remittance or for its decision in not processing same, if the Bank is of the opinion that the application or processing of the remittance would be a breach of Regulatory Requirements including without limitation to exchange controls or restrictions.

28.2 The Bank shall have the absolute and unfettered discretion to appoint any one or more correspondents in any countries / regions as it may consider appropriate in advising the remittance to the beneficiary of the remittance ("**Beneficiary**")

or in effecting the remittance to the Beneficiary or in relation to any other matter in relation to the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such correspondents. Neither the Bank nor the Bank's correspondents shall be responsible for any delay in payment or non-payment of the remittance to the Beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank's correspondents or be liable for any loss, in each case caused by a third party, government or regulatory body, market disruption or any event or cause beyond the control of the Bank or any of the Bank's correspondents. Any action, process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if in good faith and in conformity with any applicable laws, customs or regulation of any jurisdiction, shall be binding on you and shall not place the Bank or any of the Bank's correspondents under any liability to you.

- 28.3 The Bank shall have the absolute and unfettered discretion to designate a limit for the amount of each remittance in such manner as it considers appropriate. The Bank shall have the right to reject any application if the remittance amount exceeds the designated limit and the Bank shall not be liable to you or any other person for any loss, damage or expense of any kind which you or any other person may incur or suffer, arising from or in connection with such rejection.
- 28.4 All charges imposed by the Bank's Correspondent Institutions are for the account of the Beneficiary and deducted from the proceeds of the remittance unless specified otherwise. Where you have requested to pay such charges by yourself, the Bank will communicate such request to the Correspondent Institutions directly or indirectly but whether the Beneficiary can receive the full amount of remittance will depend on the practice adopted by the Correspondent Institutions which is beyond the Bank's control. The Bank is entitled to collect the related charges of Correspondent Institutions and agents, plus extra handling charges of the Bank from you.
- 28.5 Payment of the remittance may need to go through a clearing system and/or certain local procedures of the country / region where the payment is made before the Beneficiary institution or the Beneficiary has actually received the payment of the remittance.
- 28.6 If payment of the remittance is to be processed on a particular date, you shall state such date as the value date on the remittance transaction, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, the Bank shall not be liable for any loss or damage incurred by you and/or the Beneficiary and/or any other party if the payment is not received by the Beneficiary or the beneficiary institution on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank's correspondents and nor shall the Bank be responsible as to when the Beneficiary institution pays the Beneficiary or if it fails to do so, or to recover payment from it.

- 28.7 The Bank is not responsible for recovering any payment which you have made to a third party, or for resolving any dispute between you and any third party.
- 28.8 Unless caused by the Bank's wilful misconduct or negligence, the Bank is not liable for any breakdown or malfunction in or of any computer, mechanical or electronic instruments, apparatus or device or for any computer virus which may impair the functions of a computer system.
- 28.9 Notwithstanding any provision hereto, the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank's remittance service via the Electronic Services or the processing or execution of instructions or request given by you, including any loss, damage or expense arising from or in connection with your failure to comply with your obligations relating to the remittance transaction or any delay, unavailability, disruption, failure or error of or caused by any clearing system or arising from any circumstances beyond the Bank's control. In no event will the Bank, its officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur)."