Terms and Conditions for Use of Push Notification Alert Service of Bank of China- Manila Branch

1. Scope of Push Notification Alert Service

This Service allows you to receive certain information and communication electronically from the Bank through an eligible mobile device in the form of push notifications ("Notifications") via the Bank of China- Manila Branch Mobile App ("BOCMNL Mobile App"), which is the application offered by BOCMNL for smartphones, tablets, or other mobile or wireless devices. This service may also rely on services provided by Apple Inc. ("Apple) and Google LLC ("Google") (or any other third-party service provider, if applicable). The Bank will only transmit non-sensitive operational or promotional data via these third-party platforms. You should use the updated version of the mobile operating systems as specified from time to time.

These Notifications include marketing promotional information, ("Scope of Service"). You acknowledge and agree that the Bank has the right to specify or vary the scope and extent of (or otherwise discontinue) the Push Notification Alerts Service and its features from time to time with prior notice. You may use the Push Notification Alerts Service to receive information and communications electronically through appropriate telecommunications equipment. We have the right to stop providing you with Push Notification Alerts Service (or provide limited Push Notification Alerts Service) without prior notice in order to comply with restrictions under applicable laws or regulations or internal policies relating to such restrictions, without being liable to you.

2. Applicable Terms

This Service is offered as part of our Mobile Banking. Accordingly, these Terms and Conditions shall apply to our provision and your use of this Service in addition to the other existing applicable terms, including the Bank's General Terms and Conditions for Banking Services and Terms and Conditions for Internet and Mobile Banking (collectively, the "General Terms") each of which may be amended or supplemented from time to time. Unless otherwise defined herein, any capitalized terms stated in these Terms and Conditions shall have the same meaning as those defined in the General Terms.

In the event of inconsistency or conflict between the General Terms and these Terms and Conditions in relation to the Service, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict. By using or enrolling for this Service, you acknowledge and agree and you shall be deemed to have accepted these Terms and Conditions and the General Terms and to be bound by them, and shall be deemed to have acknowledged that you understand the inherent risk of this Service.

You acknowledge and agree that all services, products, and offers stated in the Notifications are subject to the relevant terms and conditions of such services, products and offers. You acknowledge and agree that all information stated in the Notifications shall remain as reference only and shall not be binding on the Bank. You further acknowledge and agree that the Bank provides this Service to you on a non-reliance basis. The Bank does not represent or warrant the accuracy, reliability, completeness or timeliness of the Notifications or this Service. You

acknowledge and agree that the Bank shall not be liable for any loss or damages suffered by you or any third party in connection to your use or attempted use of this Service and/or your or such third party's reliance on the information made available by this Service.

3. Opening and using the Push Notification Alerts Service

3.1 Enrolment for Push Notification Alerts Service

Subject to the provisions in these Terms and Conditions, you may use and enroll for the Service by:

a. switching on the "Allow push notifications" button or equivalent button within the BOCMNL Mobile App, and tapping "Agree and Continue" on your mobile device which would be used for receiving the Notifications;

b. allowing "Notifications" to be received from the BOCMNL Mobile App in the applicable "Settings" page of your mobile device which would be used for receiving the Notification, or

c. enabling push notification by following such other steps as specified by the Bank or in such manner acceptable by the Bank from time to time.

Should you wish to opt out of this Service, please ensure that you disable the Notifications in your BOCMNL Mobile App, the applicable "Settings" page on your relevant mobile device, or by following such other steps as specified by the Bank o in such manner acceptable by the Bank from time to time.

3.2 Use of Push Notifications Alert Service

a. The Bank may restrict the number of telecommunications equipment which you use to receive Push Notification Alerts. The Bank may impose different restrictions depending on the type of customers or the type or model of telecommunications equipment.

b. To use the Push Notifications Alerts Service, you have to use such telecommunications equipment and telecommunications service provider accepted by us from time to time. You are solely responsible for:

(i) paying the fees, charges and expenses for your telecommunications equipment and the services provided by your telecommunications service provider; and

(ii) complying with the Terms and Conditions governing your telecommunications equipment and the services provided by your telecommunications service provider from time to time.

(iii) for ensuring the latest version of the BOCMNL Mobile App has been installed on your mobile device which would be used for receiving the Notifications. The Service will not be available to you if it has not been properly installed.

4. Push Notification Alerts

4.1 You should ensure that your mobile phone and other telecommunications equipment and related services are capable of receiving Push Notification Alerts through push notifications.

4.2 We only send a Push Notification Alert once and will not re-send it again. If you delete the push notification which we have sent you, the push notification cannot be sent again.

4.3 You should never respond to a request to send your password or account security details even if the request appears to be sent by us through the Push Notification Alerts Service. We will never make such request.

4.4 You may register one mobile device (iOs or Android OS device) on which you will receive push notifications. Please note that your mobile device should use the updated IOS or Android OS version we specify.

4.5 If you change your mobile device for using this Service, you need to reinstall the BOCMNL Mobile App and log into the Mobile Banking on your new device in order to continue to use the Service.

4.6 Any push notification message we send are one-way.

4.7 Push notification runs on the service provided by Apple Inc. (“Apple”) or Google Inc. (“Google”) as applicable. Any delay or failure in delivering push notification messages due to Apple’s or Google’s service is beyond our control.

4.8 The alerts sent by push notification may not be encrypted and may not be secure from corruption by third party. To mitigate security risks, the Bank will not include full account numbers, balances, passwords, or any sensitive personal information in the Notifications. You are responsible for ensuring that your mobile device is enabled with auto-lock and passcode lock to prevent unauthorized access.

4.9 You must ensure a stable mobile or internet connection for your mobile device in order to receive the Notifications. Although the Bank does not charge for the provision of this Service, fees and charges might be incurred from maintaining the mobile or internet connection, whether local or international, and you agree to be responsible for such fees and charges (if any). If you are travelling outside the Philippines and you wish to use this Service whilst you are overseas, you must check whether you have enabled data roaming.

4.10 The Notifications may include promotional materials of the Bank (“Marketing Materials”). Your pre-existing instructions to us in relation to receiving direct marketing materials (“Pre-existing Instructions”) will not be affected by using or enrolling for this Service and you may or may not receive Notifications containing these Marketing Materials depending on your Pre-existing instructions. You may at any time opt out of receiving such Marketing Materials via the privacy settings within the BOCMNL Mobile App or by contacting our Data Protection Officer at dataprotectionoffice@ph.bank-of-china.com. You may also refer to our Data Privacy Notice (available on our official website and BOCMNL Mobile App) for more details on how we process and protect your personal data in compliance with the Philippine Data Privacy Act of 2012.

4.11 You acknowledge that the Notifications may be displayed on the lock screen of your mobile device whilst the device has not been unlocked. As a result, you acknowledge and agree that it is your sole responsibility to safeguard the access of your mobile device (including physical access), such as by ensuring your mobile device is enabled with auto-lock and passcode lock, and to

prevent unauthorized access to the Notifications. You further acknowledge and agree that the Bank shall not be liable for any unauthorized disclosure of the Notifications or any loss or damages suffered by you or any third party in connection to or arising from such unauthorized disclosure. In the event of loss, theft, or unauthorized disposal of your registered mobile device, you must immediately notify the Bank to deactivate the Service on that device to prevent unauthorized disclosure of your personal data or Notifications.

5. Limitation of our liability and your indemnity

We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the Push Notification Alerts Service to you to the extent that is attributable to any cause or circumstance that is beyond our reasonable control.