

BOCNet Personal Internet Banking and BOC Mobile Banking Service Application Form
BANK OF CHINA LIMITED MANILA BRANCH

Series of 2019

New Application Modification (Please select the section to be modified.) Cancellation

Date: _____	Customer Number: _____
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A PERSONAL DETAILS

Last Name _____ First Name _____ Middle Name _____ Suffix (Jr., III) _____

Present Address: House/Unit No., Street/Building, Barangay/Subdivision, District/Town City/Province

Permanent Address (if not same as present address): House/Unit No., Street/Building, Barangay/Subdivision, District/Town, City/Province

Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female Nationality: _____	Date of Birth: _____ (MM/DD/YYYY)	Place of Birth: _____ Country of Birth: _____
Telephone Number: _____	Cellphone Number: _____	

B INTERNET BANKING SERVICE (Please enumerate the account number/s.)

Account 1 _____ Account 3 _____

Account 2 _____ Account 4 _____

C MOBILE BANKING SERVICE
(BOC Mobile is for Individual Users only. Not applicable to Joint and Corporate Accounts.)

Mobile No _____

Account 1 _____ Account 3 _____

Account 2 _____ Account 4 _____

D Terms and Conditions for BOCNet Personal and BOC Mobile Banking Services

Definitions

Account means any personal account maintained by the Customer with the Bank.

BOCNet is the **internet banking service facility** provided by Bank of China Limited Manila Branch ("Bank"), which allows clients to perform the following: account inquiry (transaction history and balance information), fund transfer, remittances (domestic and international), and others.

BOC Mobile, the BOC Mobile facility, is an additional functionality of BOCNet that provides the Customer with access to the Bank's services, which allows him/her to manage his/her accounts from a mobile phone (subject to daily transaction limits and requires registration).

BOC Biometric Service is a service where the Customer may use fingerprint or face identification registered on his/her mobile device in lieu of the BOC Mobile username and password as a security code to confirm the Customer's identity to access the Bank's services. Should there be other people's faces and/or fingerprints registered on the mobile device, they will be able to access the Bank's services on the mobile device as well.

Commencement Date means the date when the Bank approves the application/registration.

Customer refers to the individual client of the Bank, who has registered to BOCNet and/or BOC Mobile.

Facility refers to the eChannels, such as BOCNet (internet banking) or BOC Mobile (mobile banking).

eToken is a 6-digit numeric code, which is randomly generated every 60 seconds by an eToken device; used as a multifactor authentication feature and an additional security whenever the Customer accesses his/her account in BOCNet or BOC Mobile.

Password is an 8-20 case-sensitive alphanumeric characters that is initially provided by the Bank upon successful registration and has to be changed by the Customer on his/her first BOCNet and/or BOC Mobile login.

Use of BOCNet and BOC Mobile

The use of BOCNet and BOC Mobile collectively is subject to the Terms and Conditions herein stated.

The use of the Facility is a privilege that may be availed as long as it is offered by the Bank and the Customer continues to be qualified under these Terms and Conditions and the Bank's Terms and Conditions on Deposits.

The Bank reserves the right to determine the scope of the Facility, set or change the daily limit of transactions and amount, set or change the daily cut-off time, and/or modify, restrict, withdraw, cancel, disconnect, deactivate, suspend, discontinue, or terminate any or all services without prior notice to the Customer.

The Bank shall not be liable to the Customer for his/her inability to use the Facility, for unauthorized actions or transactions using his/her password and/or eToken, or for any other cause beyond the Bank's control, such as, but not limited to: (1) problems due to the Customer's wireless service provider or telecommunication network; (2) jailbreaking, rooting, or any other modifications, alterations, conversions, or changes made in the mobile device; (3) the installation or the presence of malicious software (including malware, viruses, or bugs) in his/her mobile device or computer.

The Customer shall ensure that his/her mobile phone service provider supports SMS and that his/her mobile phone is capable of receiving SMS. The Bank is not liable if the Customer does not receive SMS advisories due to the failure of his/her service provider and/or mobile phone.

The Customer shall provide the Bank with a correct and operational e-mail address and mobile number. The Bank shall not be liable for any undelivered e-mail communication or any cost that the Customer may incur for maintaining an internet access and telecommunication service.

The Customer acknowledges that the Bank needs to comply with local and international anti-money laundering laws and regulations. Additionally, he/she hereby authorizes the Bank to disclose to local and international government entities and/or correspondent banks information, which shall include, but be not limited to, the following personal information: birthdate, birthplace, employment, profession, business, contact number/s, and/or date when account was opened. This will include the authority of the Bank to supply any supporting transactional documents when required by any of these entities.

The Customer releases and holds the Bank, its directors, officers and staff, and/or representatives and/or agents, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such disclosure.

Use of BOC Biometric Service

The BOC Biometric Service is only available to Customers using mobile devices with fingerprint and/or face recognition features and which are fingerprint and/or face registered.

In order to use the BOC Biometric Service, the Customer needs to:

- a. be a customer of the Bank and a valid user of BOC Mobile;
- b. have the BOC Mobile installed on his/her mobile device;
- c. have the fingerprint and/or face recognition functions activated on his/her mobile device and at least one of the Customer's fingerprints, and/or face identification, registered on such mobile device;
- d. register by logging into the BOC Mobile using his/her username and password to choose the applicable face/fingerprint identification stored on the mobile device to be used to access the Bank's BOC Mobile; and,
- e. comply with these Terms, including any amendments thereto that the Bank may in its discretion make from time to time.

Upon successful registration, the Customer may use the BOC Biometric Service to access the BOC Mobile on his/her mobile device through face and/or fingerprint identification as an alternative to his/her username and password.

The Customer may still choose to access the mobile app using his/her BOC Mobile username and password.

The Customer may deactivate the BOC Biometric Service at any time using the left navigation menu of the BOC Mobile once he/she is signed in.

Upon being informed that the security of face/fingerprint identification or other security code has been compromised, the Bank may require the Customer to change the security code, re-register his/her face/fingerprint identification or cease the use of the BOC Biometric Service.

For the purposes of the BOC Biometric Service, the BOC Mobile will be accessing the face/fingerprint identification registered in the mobile device, and the Customer hereby consents to the Bank accessing and using such information for the provision of the BOC Biometric Service.

With prior notice to the Customer, the Bank reserves the right to impose such charges or to revise at any time such charges for the use of the BOC Biometric Service at its sole discretion, which charges or revisions shall take effect from the date stated in such notice. The Customer shall be deemed to have agreed to and accepted such charges or revisions should the Customer continues to use the BOC Biometric Service after such notification.

The Customer should protect his/her mobile device and shall be responsible for all uses of his/her mobile device (whether authorized by him/her or otherwise) to access the BOC Biometric Service. The Customer should not register any other person's fingerprint(s) and/or face recognition in his/her mobile device or allow such fingerprint(s) and/or face recognition to be used to access the BOC Mobile, and the Bank shall not be held responsible for any such access or any losses or damages incurred by the Customer as a result of such authorized access.

The Bank expressly excludes any guarantee, representation, warranty, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of the BOC Biometric Service, including but not limited to whether the use of the BOC Biometric Service will:

- a. always meet his/her requirements;
- b. be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that the Bank may offer from time to time; or,
- c. be uninterrupted, timely, secure and/or free from error.

To the extent permitted under applicable law, the Bank shall not be liable to the Customer for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

- a. the provision by the Bank of or the Customer's use of the BOC Biometric Service;
- b. any unauthorized access and/or use of the Customer's mobile device;
- c. the use in any manner and/or for any purpose by any person at any time and from time to time of any information or data:
 - i. relating to the Customer; and/or,
 - ii. transmitted/obtained through the Customer's use of the BOC Biometric Service.
- d. any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or,
- e. the suspension, termination or discontinuance of the BOC Biometric Service.

The Customer shall indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the BOC Biometric Service, whether or not arising from or in connection with and including but not limited to the following:

- a. any improper or unauthorized use by the Customer of the BOC Biometric Service or his/her mobile device (whether authorized by the Customer or otherwise);
- b. any act or omission by any third party (including any relevant mobile or internet service provider);
- c. any delay or failure in any transmission, dispatch, or communication facilities;
- d. any access (or inability or delay in accessing) and/or use of the BOC Biometric Service; or
- e. any breach by the Customer of these Terms.

The face/fingerprint recognition feature of the Customer's mobile device is not provided by the Bank and the Bank is not responsible for its use or function. Accordingly, the Bank makes no representation or warranty of any kind relating to the face/fingerprint recognition feature of any mobile device (including whether it works in the way that the manufacturer of such mobile device represents).

To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to the Customer arising from or in respect of his/her use of the BOC Biometric Service, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the Bank's provision of the BOC Biometric Service and/or under or relating to these Terms shall not exceed the fees and charges received by the Bank from the Customer in respect of his/her use of the BOC Biometric Service.

The Bank has the right to change, restrict, vary, suspend or modify these Terms by providing the Customer with prior notice in such manner as the Bank deems fit.

Internet Connectivity

The Customer shall be solely responsible for the acquisition, installation, and maintenance of the connection to the Internet and shall shoulder any costs or expenses related thereto.

All information on any Bank's website is only intended to provide the Customer with general information about the Bank's products and services and the Bank will not be liable for information which is not up to date.

Operation of the Account

While the Facility is available on a 24/7 basis, some or all of the services may not be available at certain times due to system maintenance, computer, telecommunications, electrical, and/or network failure, and/or any other reasons beyond the Bank's control. The Customer needs to register his account to BOCNet and/or BOC Mobile through the Banking Business Department of the Bank.

The BOCNet and BOC Mobile shall be used only for their intended purpose. Any information relating to the use of the Facility, except those which are of public knowledge, shall not be disclosed to any other party. The Facility **shall not be used for payroll distribution (unless authorized); door-to door operations, and debt collecting mechanism.** The Bank is entitled, at its discretion, to immediately terminate the BOCNet or BOC Mobile facility.

The Bank is authorized to carry out any and all instructions given by the Customer via BOCNet and/or BOC Mobile facility, including the debiting and transfer of funds from the Account and providing information on the Account (balance and transaction inquiries); provided that, the instructions are authenticated by the use of the username, password,

and eToken. The Bank shall act only on those instructions sent through the Facility, which are actually received and the Bank does not assume any responsibility for malfunctions in the communication facilities not under the Bank's control that may affect the timeliness or accuracy of the instructions sent. Upon the Bank's receipt of the Customer's instruction/s, the Bank may implement it at the Bank's absolute discretion. The Bank shall treat and consider as valid and binding on the Customer any instruction given by or agreement made through the Facility by any person using the Customer's username, password, and eToken device including, without limitation, any transfer to a third party account maintained within the Bank.

The Bank shall not be obliged to further investigate the authority of the person sending the instructions nor verify the authenticity, accuracy, or completeness of such instructions. The instructions shall be deemed correct, complete, irrevocable, and binding with the Customer upon the Bank's receipt thereof. The Customer accepts full responsibility for all transactions executed through the Facility, and in particular, in ensuring the accuracy and completeness of his/her instructions.

In the event that the transaction is not acted upon due to insufficient funds in the Account, AMLA concerns, or a fund transfer to a third party account that has already been closed, the Bank shall not be held liable. Any payment instructions cannot be revoked once the Customer has sent the instruction.

The Bank shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to the Customer and his/her account/s, including wrongfully sent data. The Bank will never contact the Customer to inquire login details and the Customer should not disclose any information and passwords to other persons. The Customer must immediately notify the Bank if an error or irregularity is discovered.

Customer Obligations

The Customer is deemed to have sole access to his/her accounts through the use of BOCNet and/or BOC Mobile.

The Customer shall promptly notify the Bank of any change in his/her email address, contact numbers, home and/or business address, or any other information which may affect communication between the parties.

The Customer is responsible for keeping his/her username, password, and eToken confidential.

The Customer shall not disclose his/her username, password, and eToken to any unauthorized person and take the necessary steps to prevent the discovery of his/her account code by any unauthorized person.

The Customer shall notify the Bank immediately upon receipt of any data or information through the Facility which is not intended for him/her, and when possible, delete such data or information from his phone/terminal immediately. The Customer shall ensure the strict confidentiality of such information.

If any suspicious applications or downloads are found, the Customer should not log in and stop the operation immediately.

The Customer should prevent download of any counterfeit mobile application which is attached with Phishing schemes, such as Trojan, to steal login information.

The Customer should not copy or install mobile application from uncertain sources on his/her mobile device.

If any abnormalities, such as unusual layout or unusual slow login response, are found, the Customer should stop the operation immediately.

The Customer should be cautious in letting other people use his/her mobile phone enrolled in a BOC Mobile. If the phone is lost or stolen, report the incident immediately to the Bank.

The Customer should be vigilant by refraining from doing mobile banking transactions in the presence of "shoulder surfers".

The Customer should keep a copy of the transaction reference number provided by the Bank whenever he/she performs a mobile banking transaction as an evidence that the specific transaction was actually executed.

The Customer acknowledges full responsibility for all transactions executed through the Facility and, in particular, in ensuring the accuracy and completeness of his/her instructions.

The Customer accepts full responsibility on providing complete details of beneficiary needed as required by the Bangko Sentral ng Pilipinas (BSP), including the purpose of the fund for domestic and international remittances. Submission of supporting documents shall be provided by the Customer upon request of the Bank for compliance with the BSP. The Bank may opt to cancel the BOCNet Internet Banking Service or BOC Mobile Banking Service facility for non-submission of documents or in case of doubtful transaction.

Security and Liability for Loss or Damage

The use of the BOCNet, BOC Mobile, and the Account is at the Customer's own risk.

The Bank shall use reasonable efforts to ensure that the Facility is secured and cannot be accessed by unauthorized third parties. However, the Bank does not warrant the security, secrecy, or confidentiality of any information transmitted through any network system, or such other equivalent system in any jurisdiction.

The Bank shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to the Customer or to his/her account.

The Bank is not obliged to further investigate the authority of the person sending the instructions nor verify the authenticity, accuracy, or completeness of such instructions. Such instructions shall be deemed correct, complete, irrevocable, and binding upon the Bank's receipt.

The Bank will not be responsible for any damage, loss, or consequential damage, which the Customer may suffer as a result of: any malfunction or defect in the hardware used by the Customer (which includes the personal computer and mobile phone); any defect in the software used by the Customer to gain access to BOCNet and BOC Mobile application; any act or omission by the Internet Service Provider or any defect in BOCNet and/or BOC Mobile by which access is gained to the system; BOCNet and/or BOC Mobile being off-line or unavailable; any industrial action; any other circumstances not reasonably within the Bank's control; erroneous, unauthorized, incomplete, or unlawful instructions from the Customer; unlawful or unauthorized access by another person/s; and/or, incorrect or late execution or non-payment of any instruction given by the Customer, due to malfunctions in the communication facilities, which is not under the Bank's control.

Fees

Any fees, costs, taxes, commissions, and charges in respect to some transactions done in BOCNet or BOC Mobile are payable immediately on the date of transaction and will be debited from the Customer's Account. In the event of insufficient fund in the Account, the Bank shall be entitled to debit such fees from any other Account under the name of the Customer. However, should the Bank be unable to debit any account, the Bank reserves the right to suspend the Facility of the Customer, with or without notice.

Intellectual Property

The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on through the Bank's website. The logos and trademarks shown on the website are the Bank's registered and unregistered trademarks, or those of third parties. Nothing in any Bank of China website should be construed as granting any license or right to use any trademark without the Bank's prior written consent or that of third parties, as the case may be. The Customer may not, without the Bank's prior written consent, use the Bank's intellectual property. The Customer is prohibited from spoofing, linking, and framing any part of the website.

Termination, Suspension, or Withdrawal of the BOCNet and BOC Mobile

The Customer may terminate the Facility by personally going to the Bank and duly accomplishing **the form for cancellation of eBanking service**. Proper identification documents should be presented to the Bank.

The Bank reserves the right to suspend the Customer access to the Facility without prior notice due to mishandling of accounts, or, if in the Bank's judgement, **non-submission of the required supporting documents for a certain transaction, AMLA concerns, or a criminal case has been filed against the Customer**. In this case, **the Bank deems** that the Customer's continued access to the Facility may adversely affect the credibility/security of the system. While such suspension may be temporary, the Bank reserves the right to permanently terminate the Customer's access to BOCNet and/or BOC Mobile.

In the event BOCNet or BOC Mobile is not utilized by the Customer for a period of twelve (12) months or longer, the Bank reserves the right to terminate the Facility without prior notice. The Customer may reapply for the Facility at any time.

Information Supplied by the Customer

The Customer warrants that all information submitted to the Bank is complete and correct. In case of any material change in any information submitted, the Customer is required to inform the Bank immediately.

The Customer acknowledges that the Bank is committed to complying with domestic and international laws, rules, regulations, and policies regarding the combating of criminal activities, money laundering and terrorist financing. The application and all information are therefore subject to verification, processing, and screening and the Bank may be obliged to decline certain applications. In addition, upon the acceptance of the application, all information, instructions, and transactions for and on behalf of the Customer will be subject to continuous screening. This may prohibit, limit, or delay the execution thereof and may oblige the Bank to terminate its relationship with the Customer. The Bank or its respective affiliates, employees, officers, and directors shall not be liable for any special punitive, indirect, or consequential losses or damages including, without limitation, loss of profits or any anticipated savings.

Credit Information

The Bank may make inquiries to confirm any information provided by the Customer in the application form; seek information from any credit bureau when assessing the Customer's application and at any time during the existence of the Customer's account; or disclose the existence of the Customer's Account to any credit bureau, Bank of China divisions, or associated companies, sharing information regarding the Account.

The Bank, in the conduct of its business of providing services, may grant access to Customer's information as required by laws, and as necessary to third party service providers. The Customer, by his/her signature to this document, authorizes and indemnifies the Bank in such instances.

Indemnity and Warranty by the Customer

The Customer indemnifies the Bank against any damages, losses, and/or consequential damages that the Bank may suffer as a result of incorrect, wrongful, unauthorized and/or wrongful instructions or information given by the Customer or any other person authorized or deemed to be authorized to act on behalf of the Customer.

The Customer warrants its authority to deal with the Accounts of a third party on the basis of a valid mandate. The Customer hereby warrants to the Bank that he/she has the required legal capacity to enter into and be bound by these Terms and Conditions.

Sending and Processing Instructions

The instructions sent to the Bank will be subject to the same turnaround time and processes that apply to the Bank's internal procedures, the type of account of the Customer, and the type of transaction involved.

Confidentiality of Information and Security

The Bank cannot confirm that any instruction sent by telephone, facsimile, email, and/or other electronic system has indeed been sent by the Customer. The Bank will not be responsible for the risk of the electronic facilities being fraudulently sent by unauthorized persons. The Bank cannot be held responsible for the confidentiality of information contained in documents that are sent to the submitted phone number, fax number, mobile number, or email address, or of documents that do reach the selected contact number or email address. Information transmitted through any electronic communication system, including wireless communication system, is susceptible to unlawful access, distortion, and monitoring. The Customer accepts the risk in the usage of any electronic communication system.

Cession and Delegation

The Customer may not cede or assign or otherwise make over or dispose of any of the Customer's rights or obligations in terms of these Terms and Conditions without a prior written consent of the Bank.

Waiver

The Customer hereby indemnifies the Bank against and waives any rights in connection with any demand, claim, or action, whether directly or indirectly, relating to or in connection with any telephone, fax, email, and/or other electronic instruction given, including loss arising from the negligence of the Bank or any of its employees. This, however, excludes loss as a result of gross negligence or willful misconduct of the Bank or any of its employees, in which case the matter shall be dealt with on its legal merits. The Customer recognizes that should any claim or action be made or instituted against the Bank as a result of such gross negligence or willful misconduct, any claim shall be limited to direct damages and that no indirect, special, or consequential damages shall be claimed.

The Customer also indemnifies the Bank and holds it harmless from all demands, claims, actions, losses, and damages of whatever nature in relation to:

- a. Infringements of confidentiality arising from the use of the telephone, fax, email, and/or other electronic system to convey instructions to the Bank;
- b. Malfunctions, failures, or unavailability of any hardware, software, or equipment;
- c. Damages arising from any event beyond the Bank's control;
- d. Damages arising from incorrect, illegible, incomplete, or inaccurate information or dates contained in any instructions received by the Bank;
- e. Damages arising from the sending or receipt of false, fraudulent, or altered instruction by telephone, fax, email, or other electronic system;
- f. Damages caused by displacement or loss, however caused, of any instruction sent to the Bank by fax, email, and/or other electronic system; and,
- g. Damages caused by the Bank's delay to act immediately upon any instruction sent to the Bank by telephone, fax, email, and/or other electronic instruction, irrespective of the reason for the delay; provided that, the aforementioned losses or damages are not a result of the gross negligence or willful misconduct of the Bank's or any of its employees. In which case, the matter shall be dealt with on its legal merits.

If the Bank, for any reason or purpose, does not immediately enforce or implement any of the Bank's rights under this Terms, it does not mean that the Bank has abandoned or waived any of those rights.

Customer Concerns and Complaints

For any concerns, complaints or clarifications regarding the use of the BOCNet Internet Banking and BOC Mobile Banking facility, the Customer may make use of the following points of contact to communicate with the Bank.

Bank of China Limited Manila Branch

G/F, The Finance Centre, 26th Street corner 9th Avenue, Bonifacio Global City, Taguig City

Telephone Number: (632) 297-7960 to 62

Email Address: cash_deptyyph@mail.notes.bank-of-china.com

Mondays to Fridays 9:00 am to 4:00 pm (excluding holidays)

By signing below, I/we confirm that I/we have received and read the Terms and Conditions governing this Facility (BOCNet and BOC Mobile Banking services) and that of the Terms and Conditions governing Deposits thereof.

I/We fully understand the corresponding risks involved in availing of any banking product, facilities or services. Further, my continued use and/or availment of the banking products, facilities or services shall mean my/our conformity to any and all supplement/s, modification/s, or amendment/s of such Terms and Conditions, which may be posted in conspicuous place within the Bank's premises. I/We also warrant that I/we am/are aware of the provisions of Republic Act No. 9160 (Anti-Money Laundering Act of 2001) as amended, RA 10365, BSP Circular 950 and I/we represent that my/our transactions herein are not among those covered under the said law and that all funds to be deposited in the Account/s come from my/our legitimate undertakings. I/We authorize the Bank to make any such verification or reports in compliance with RA No 9160, as amended, RA 10365, BSP Circular 950 as it may deem appropriate, for which acts I/we hold the Bank free and harmless from any and all liabilities, claims and/or damages.

I/We further attest to the truth and correctness of my/our given personal information. I/We also authorize the Bank and its officers and staff to obtain and disclose information on my/our deposits and transactions.

Signature over Printed Name

Signature over Printed Name

For Bank Use Only:		
KYC Conducted By:	Processed By:	Approved By: