



Terms and Conditions Governing e-Statement for Corporate Banking Customer

The Terms and Conditions Governing e-Statement (“Terms and Conditions”) set out the terms and conditions upon which Bank of China (Malaysia) Berhad (“BOCM”) will provide the e-Statement (as defined herein) to its corporate banking customers (“Customer”).

1. Definitions and Interpretation

1.1. Definitions

In these Terms and Conditions, the following expressions shall have the respective meanings unless the context otherwise requires:

- “Account”:** Means the type of accounts maintained with BOCM as follow:
- a) Current Account;
 - b) Foreign Currency Current Account;
 - c) Fixed Deposit Account;
 - d) Foreign Currency Fixed Deposit Account;
 - e) Loan Account; or
 - f) And any other account as informed / updated by BOCM from time to time
- “Document”:** Means letter / mail issued to Customer including:
- a) Reminder Letter(s) on overdue account;
 - b) Notification Letter on Servicing of Interest;
 - c) Notification Letter on Change of Instalment due to change in Base Lending Rate (BLR); or
 - d) Any other document(s) issued by BOCM
- “e-Statement”:** Means the electronic version of Statement(s) and/or Document(s) of Account which will be transmitted and/or made available to the Customer through the e-Statement Facility.
- “e-Statement Facility”:** Means the service whereby BOCM will, at the Customer’s request, transmit and/or make available the Customer’s Statement(s) and/or Document(s) of Account and/or other transaction record(s), advice(s), notice(s), document(s) and reminder(s) in electronic version to the Customer by either one or all of the following methods:
- a) Transmission via Electronic Mail; or
 - b) Such other electronic medium as BOCM may designate from time to time by giving prior notice to the Customer



“Electronic Mail”: Means the electronic mail address provided by the Customer in the application form for the enrolment of the e-Statement Facility and/or any electronic mail address provided by the Customer from time to time.

“Statement(s) and/or Document(s) of Account”: Means the statement of account(s) and/or document(s) issued by BOCM to the Customer in respect of the Customer’s relevant banking and/or credit facilities and/or accounts on a monthly basis or such other periodic basis as determined by BOCM.

2. Interpretation

- a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- b) Where there are two or more persons comprised in the term “the Customer”, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.

3. Scope

The e-Statement Facility is only available for Account(s) as set out at BOCM’s website at www.bankofchina.com.my and as may be amended from time to time and subject to availability.

4. Agreement

By using and continuing to use the e-Statement Facility, the Customer represents, warrants and undertakes that the Customer has read, understood and agreed to be bound by:

- a) These Terms and Conditions and any additions or amendments as may be made thereto by BOCM at any time and from time to time;
- b) The applicable terms and conditions governing the Customer’s banking and/or credit facilities and/or Accounts in respect of which the e-Statement Facility is provided;
- c) All terms and conditions of other facilities, benefits or services that BOCM may from time to time make available to the Customer in connection with the e-Statement Facility; and
- d) All laws, rules, regulations and guidelines applicable to the e-Statement Facility now existing or which may hereinafter be enacted, issued or enforced, and as may be amended from time to time.



5. Enrolment of e-Statement Facility

Customers may enroll for the e-Statement Facility via the following channels:

- a) BOCM's website (www.bankofchina.com.my) ("BOCM's Website"), where the Customers can download the application form, fill up the required details and send the duly filled up application form via e-mail to callcenter@bankofchina.com.my; or
- b) any branch of BOCM;

Customer is required to provide his/her valid Electronic Mail in order to enroll for the e-Statement Facility.

6. Upon the Customer's successful enrolment for the e-Statement Facility, the Statement(s) and/or Document(s) in electronic form will be provided to the Customer via Electronic Mail and BOCM will stop providing the hardcopy Statement(s) and/or Document(s) of Account. The hardcopy Statement(s) and/or Document(s) of Account and where applicable, may cease to be generated on the next statement date or such other date as may be decided by BOCM in its sole and absolute discretion and BOCM will cease to deliver the hardcopy Statement(s) and/or Document(s) of Account to the Customer by post.

7. In connection with Clause No. 5 above, in the event the Customer wishes to obtain the hardcopy of the Statement(s) and/or Document(s) of Account, Customer may submit a service request form to request for the hardcopy of the Statement(s) and/or Document(s) of Account to BOCM by visiting any branch, or, Customer may obtain the service request form from BOCM's Website and email the duly completed service request form to BOCM's Call Center at callcenter@bankofchina.com.my.

Any request for hardcopy of the Statement(s) and/or Document(s) of Account is subject to fees imposed by BOCM. For further information on the fees, please refer to BOCM's latest Service Rates and Tariffs at

<https://www.bankofchina.com.my/m/enmy/service/information/service-rates-and-tariffs/accounts-rate.html>.

8. Customers are advised to perform the steps set out in Clause 5 herein for the enrolment of e-Statement Facility so that BOCM will cease to post/deliver the hardcopy Statement(s) and/or Document(s) of Account to the Customers.

9. The provision of the e-Statement Facility is at the sole and absolute discretion of BOCM. BOCM may at its absolute discretion, modify, change, restrict, withdraw, cancel, suspend or discontinue the e-Statement Facility at any time or from time to time with at least 21 calendar days prior notice to the Customer. The Customer understands that by continuing to use the e-Statement Facility after any modification or change has been effected to the e-Statement Facility, the Customer is deemed to have agreed to and effected such modification or change. The Customer shall not be entitled to claim for any compensation against BOCM for any and all losses or damages suffered or incurred by the Customer as a result of or arising from such modification, change, restriction, withdrawal, cancellation, suspension or discontinuation of the e-Statement Facility.



10. The Customer shall be the owner of the Electronic Mail provided to BOCM and shall take all necessary security measures and precautions to ensure that the Customer's Electronic Mail is not accessed by any unauthorized third party. The e-Statement will be delivered via Electronic Mail.
11. The e-Statement shall be deemed to have delivered to and received by the Customer when BOCM sends the e-Statement to the Customer's Electronic Mail within 7 working days from the e-Statement date.
12. The Customer is required to check all e-Statement for any inaccuracies, discrepancies, errors and/or unauthorized transactions timely and in a prompt manner. If there is any delay or failure in the delivery of the e-Statement or there are any inaccuracies, discrepancies, errors and/or unauthorized transactions ("Errors"), the Customer shall notify BOCM immediately by calling BOCM's Customer Service Hotline at 03-2059 5566 for any non-receipt of or Errors in the e-Statement. In the event BOCM does not receive any report from the Customer of such aforementioned non-receipt of or Errors in the e-Statement within fourteen (14) days from the e-Statement date, the Customer shall be deemed to have conclusively received the e-Statement and accepted the entries shown in the e-Statement as being true, accurate and binding against the Customer.
13. The Customer may terminate the e-Statement Facility at any time by visiting any of BOCM branches.
14. Upon termination of the e-Statement Facility, BOCM shall use reasonable endeavours to generate and send the paper based Statement(s) and/or Document(s) of Account to the Customer's last known or recorded mailing address appearing in BOCM's records on the next statement date or date of issuance of the Statement(s) and/or Document(s) of Account or such other date as may be decided by BOCM in its sole and absolute discretion. However, the Customer understands that the cancellation of the e-Statement Facility may not take effect immediately and would depend on BOCM's processing of the notice of termination as well as the processing time involved in the generation of Statement(s) and/or Document(s) of Account. As such, e-Statement may still continue to be sent to the Customer if the notice of termination received falls within the cut-off date for generation of Statement(s) and/or Document(s) of Account.
15. The Customer understands, acknowledges and accepts that:
 - a) The internet transmission lines are not encrypted and that Electronic Mail is not a secure means of transmission;
 - b) The transmission of information via Electronic Mail involves the risk of errors, viruses, delay, interception, modification or amendment by unauthorized persons;
 - c) Transmission may be disrupted, interrupted, delayed or incorrect;
 - d) The use and storage of any of the Customer's information, including but not limited to the Customer's Electronic Mail username and password, account information, account balances, transaction activity and/or any other information available on the Customer's computer terminal, mobile phone or any other type of device which is



available for connection to the internet and used by the Customer to access/view the e-Statement shall be at the sole risk and responsibility of the Customer; and

- e) It is the responsibility of the Customer to notify BOCM immediately of any change to his/her mailing address, Electronic Mail or other particulars of the Customer relevant to the e-Statement Facility provided under these Terms and Conditions.
16. In connection with Clause 15 above, the Customer further acknowledges and agrees that, save and except for BOCM's willful negligence or default, in the event the contents of the e-Statements become known to third parties arising out of the e-Statement Facility, the Customer shall not in any way hold BOCM responsible for the same nor shall BOCM be considered as having breached BOCM's duty of banker customer confidentiality.
17. The Customer agrees that any password provided in relation to accessing the e-Statement must be kept confidential and any loss or liability arising from a breach of the aforesaid shall be solely borne by the Customer.
18. The Customer agrees that the e-Statement shall be in PDF format and the Customer is required to use Adobe Acrobat Reader to view the e-Statement and/or the Documents.
19. BOCM shall use reasonable endeavours to ensure that the e-Statement Facility is secure, cannot be accessed by unauthorized third parties and will be available twenty-four (24) hours a day once effected. Notwithstanding anything contained herein to the contrary, BOCM shall not be held liable or responsible for:
- a) any system maintenance, disruption, unavailability of the e-Statement Facility, BOCnet, computer, telecommunications, electrical or network failure and/or other causes beyond BOCM's control that may result in the e-Statement and/or Documents being incomplete, unavailable for access/viewing or delayed in transmission through any applicable internet service provider, communication network service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Facility to the Electronic Mail;
 - b) Any loss of transmission of part or the whole of any communication between the Customer and BOCM through Electronic Mail;
 - c) Any errors, viruses, delay, inaccuracy, losses, damages, costs, charges and/or expenses whatsoever that may be suffered or incurred by the Customer arising from or in connection with, whether directly or indirectly, the Customer's use of the e-Statement Facility, including but not limited to any unauthorized or illegal interception, modification or amendment by unauthorized persons, disruption, interruption, delay or inaccuracy of emails or non-delivery, technical failure or problems in transmission due to arising out of using the internet and email as a means of transmission or other communication equipment or facilities. For the avoidance of doubt, BOCM shall not be liable or responsible for any losses suffered by the Customer, whether direct, indirect, consequential, incidental, exemplary, punitive or special damages that may result from the Customer's use or inability to use the e-Statement Facility, even BOCM may have been specifically advised of the same.



20. The Customer shall indemnify, keep indemnified and hold BOCM harmless against any losses, expenses, claims and damages (including but not limited to legal fees and expenses on a solicitor and own client basis) which BOCM may sustain or incur in connection with or arising from a breach of these Terms and Conditions and/or the enrollment of the e-Statement Facility and/or the transmission of e-Statement to the Customer.
21. BOCM may amend, delete and/or make additions to these Terms and Conditions at any time by giving twenty one (21) calendar days' prior written notice to the Customer, whether by mail, email notification, website or otherwise or in displays at its branches or via publication through any media as BOCM shall deem appropriate in its absolute discretion. Such amendments, deletions and/or additions shall be effective on and from the date specified in such notice.
22. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia and the Customer agrees to submit to the exclusive jurisdiction of Courts of Malaysia.