

## BOC Internet and Mobile Banking Facility

### TERMS AND CONDITIONS GOVERNING THE USE OF BOC INTERNET AND MOBILE BANKING FACILITY

#### FOR PERSONAL CUSTOMERS

#### Bank of Ceylon, Maldives

#### 1. THE SERVICE

Bank of Ceylon, Male' (hereinafter referred to as the 'Bank') shall provide subject to these Terms and Conditions online services and facility (hereinafter referred to as "BOC Internet & Mobile Banking Facility and BOC Mobile apps") through [www.bocmale.com.mv](http://www.bocmale.com.mv) or mobile application available in App Store/Play Store established, operated and/or maintained by or on behalf of the Bank.

#### 2. USER NAME, PASSWORD INFORMATION & ONE TIME PASSWORD

2.1 I/We shall follow the guidance provided by the Bank online in designating the user identification code (the 'User ID') and the password (the 'Password') for identifying me/us for the purposes of the services in BOC Internet & Mobile Banking Facility and BOC Mobile apps. Password shall mean the original Password confidentially generated by the Bank and/or subsequent password/s generated and issued to me/us by the Bank and/or the password/s created by me/us.

2.2 The Bank may in its sole discretion require me/us to use a One-Time Password (OTP) which shall be transmitted through the short message service ("SMS") by the Bank to my/our registered mobile number, for transactions that require such OTP for authentication purpose. I/We agree to input the OTP wherever and whenever applicable. I/We acknowledge and agree that I/we are responsible for the security of each mobile phone/number or other electronic devices used to receive SMS sent by the Bank. It is my/our responsibility to ensure that all electronic devices and SMS are kept confidential and secure.

2.3 I/We shall act in good faith, exercise reasonable care and diligence in keeping the User ID, the Password, the electronic device/s, the One-Time Password and Security Questions and the answers thereto in secrecy. At no time and under no circumstances I/we shall disclose the User ID, the Password or the One-Time Password, Security Questions and the answers thereto to any other person or permit the security device to come into the possession or control of any other person.

2.4 I/We agree to provide the Bank the username and authentication using the One-Time Password and complete the Password Reset Questions in order to unlock user ID, retrieve user ID and reset the Password online.

2.5 I/We shall be fully responsible for any accidental or unauthorized disclosure of the User ID, the Password and/or the One- Time Password or Security Questions and the answers thereto to any other person and shall bear the risks of the User ID, the Password, the One- Time Password or the Security Device being used by unauthorized persons or for unauthorized purposes.

2.6 Upon notice or suspicion of the User ID and/or the Passwords being disclosed to any unauthorized person or any unauthorized use of the services being made, I/we shall notify the Bank in person as soon as practicable or by telephone at such telephone number(s) as the Bank may from time to time prescribe (and the Bank may ask me/us to confirm in writing any details given) and, until the Bank's actual receipt of such notification, I/ we shall remain responsible for all transactions made by the use of BOC Internet & Mobile Banking Facility and BOC Mobile apps by unauthorized persons or for unauthorized purposes.

### **3. TRANSACTIONS VIA BOC INTERNET & MOBILE BANKING FACILITY AND BOC MOBILE APPS**

3.1 By completing BOC Internet & Mobile Banking Facility and BOC Mobile apps application Form, I/we give my/our authority to accept and/or to act upon any instructions or messages received by the Bank through BOC Internet & Mobile Banking Facility and BOC Mobile apps which comes from me/us and which are authenticated in the way (if any) described in the User Documentation accompanied by the Password/s issued to me/us.

3.2 I/We agree to perform BOC Internet & Mobile Banking Facility and BOC Mobile apps operations through the official web site [www.bocmale.com.mv](http://www.bocmale.com.mv) or App Store/Play Store and use of specific menu options available therein.

3.3 I/We do provide data, information, instructions and messages at my/our own risk. I/We will ensure that all data transmitted to the Bank for or in connection with BOC Internet & Mobile Banking Facility and BOC Mobile apps is correct and complete. I/We will let the Bank know immediately about any errors, discrepancies or omissions.

3.4 I/We shall jointly and severally accept full responsibility for all transactions processed or effected by the use of BOC Internet & Mobile Banking Facility and BOC Mobile apps howsoever effected and the I/we further agree that the Bank is not responsible in any manner for the transactions processed or effected by me/us by the use of BOC Internet & mobile Banking Facility and BOC Mobile apps.

3.5 I/We shall jointly and severally accept full responsibility for all documents including but not limited to all applications, forms, Letters of Set off, Letters of Indemnity executed or processed by the use of BOC Internet & Mobile Banking Facility and BOC Mobile apps.

3.6 I/We do hereby authorize the Bank to debit my/our account/s (existing at the time of this application or opened by me subsequently) with the amount of any transaction made by the use of the BOC Internet &

Mobile Banking Facility and BOC Mobile apps with or without the knowledge or any further authority by me/us.

- 3.7. I/We agree that at no time will I/we attempt to effect transactions executed through BOC Internet & Mobile Banking Facility and BOC Mobile apps unless sufficient funds are available in my/our account/s. I/We agree that transactions scheduled for future date will be executed by the Bank only if sufficient funds are available in the account/s on the relevant date/s and further agree that the Bank is under no obligation to honour payment instructions unless there are sufficient funds in the designated account/s at the time of receiving the payment instructions and/or at the time such payments fall due.
- 3.8 I/We agree that some requests/instructions given by me/us are subject to authorization by officer/s of the Bank, and therefore may not be immediately and automatically effected. I/We further agree that the Bank reserves the right to allow or disable such requests at its discretion without notice to me/us.
- 3.9 I/We agree that when the Bank makes a payment on behalf of me/us the Bank is not acting as my/our agent or agent of the Biller to whom that payment is directed.
- 3.10 I/We agree and authorize the Bank, at its discretion to record by whatever means the transactions which are effected via BOC Internet & Mobile Banking Facility and BOC Mobile apps by me/us and that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected through the use of authorized User ID and Passwords.
- 3.11 I/We shall accept that Bank's records and statements of all transactions processed by the use of the BOC Internet & Mobile Banking Facility and BOC Mobile apps as conclusive and binding on me/us for all purposes.
- 3.12 I/We acknowledge that if I/ we apply for Debit Card, Credit Card, loan or any other product or service electronically through my/our BOC Internet & Mobile Banking Facility and BOC Mobile apps access, the Bank will accept such documents including but not limited to applications, forms, Letters of setoff and Letters of Indemnity as originating from me/us and as legally valid, and if such documents is approved by the Bank and the requested card, product, loan or service is offered, the Terms and Conditions governing the use of such respective card, product, loan or service will be valid and binding upon me/us.

#### 4. REFUNDS

I/We agree that the Bank is only a facilitator in making payments to the merchants and the Bank cannot and does not take any responsibility or liability for any refunds related to non-delivery of items, which should be taken up with the merchant concerned.

## 5. RESPONSIBILITIES FOR SECURITY

- 5.1 I/We am/are aware that it is my/our responsibility to obtain and maintain any equipment, which may be necessary for using BOC Internet & Mobile Banking Facility and BOC Mobile apps, in proper working condition and with adequate safeguards against malicious threats to such equipment or to BOC Internet & Mobile Banking Facility and BOC Mobile apps.
- 5.2 I/We undertake to access BOC Internet & Mobile Banking Facility and BOC Mobile apps only through the link provided in Bank's official website [www.bocmale.com.mv](http://www.bocmale.com.mv) or App Store/Play Store and not to access same using any other link.
- 5.3 I/We undertake not to access BOC Internet & Mobile Banking Facility and BOC Mobile apps using defective or insecure equipment, or by any manner, which might adversely affect BOC Internet & Mobile Banking Facility and BOC Mobile apps.
- 5.4 I/We do hereby agree to the change, from time to time the Password/s, User ID assigned to me/us.
- 5.5 I/We will set up and maintain adequate measures to safeguard the BOC Internet & Mobile Banking Facility and BOC Mobile apps (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by anyone who is not authorized to do so.
- 5.6 I/We shall inform the Bank immediately if I/we am/are aware of any unauthorized use of the User ID and Passwords by anyone.
- 5.7 I/We acknowledge that, the Bank will not be liable for any losses incurred due to misuse of communications sent to the registered Mobile Number and/or Email Address provided by me/us to the Bank or due to change of any said details without prior written notice to the Bank.
- 5.8 I/We accept that transmission of information through the internet/e-mail cannot be guaranteed to be error free and/or risk free due to the inherent nature of such transmission and I/we further agree that the Bank shall not be liable for such errors and/or for any loss or damage that maybe suffered or incurred by me/us thereby.
- 5.9 I/We accept and agree that the Bank will not be responsible or liable for non-availability of this service due to any technical or other defect in the registered mobile phone/s and or disconnection of the mobile phone/s for whatsoever reason which will automatically disable me/us from using this service.

## 6. CONFIDENTIALITY OF BOC INTERNET & MOBILE BANKING FACILITY AND BOC MOBILE APPS SERVICE INFORMATION

- 6.1 I/We shall keep my/our User ID, Password/s and security questions and answers thereto thereof strictly confidential and undertake not to reveal such numbers/information to any person at any time or under any circumstances.

6.2 I/We shall keep all information, techniques, data and designs relating to BOC Internet & Mobile Banking Facility and BOC Mobile apps completely confidential. I/We shall not disclose any of them to any other party.

6.3 My/Our obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of the facility.

## 7. CHARGES AND PAYMENTS

7.1 I/We do hereby authorize the Bank to debit my/our account/s with all charges relating to transactions made through BOC Internet & Mobile Banking Facility and BOC Mobile apps including joining fees, annual fees and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to the use of BOC Internet & Mobile Banking Facility and BOC Mobile apps.

7.2 I/We agree that the Bank is entitled to alter the charges for BOC Internet & Mobile Banking Facility and BOC Mobile apps at any time.

## 8. LIABILITIES FOR LOSS, DELAY ETC.

8.1 I/We shall not hold the Bank liable for any loss incurred by the use of User ID and password/s issued to me/us or any substitutes thereon used without my/our authority. In the event of loss of the registered phone/SIM, I/we shall immediately inform the Bank to disable the BOC Internet & Mobile Banking Facility and BOC Mobile apps. The Bank will not be liable in any manner whatsoever, for any losses, damages, expense or detriment suffered or incurred by me/us as a result of the Bank effecting any transaction or furnishing any information via BOC Internet & Mobile Banking Facility and BOC Mobile apps which may not have been originated by me/us, unless I/we had notified the Bank of the loss of phone or SIM, or any misuse thereof, prior to such transaction.

8.2 The Bank shall not be responsible for any loss or damage nor for any loss of profits, loss of contracts, financial losses and loss of data or loss of goodwill incurred or suffered by me/us as a result of non-acceptance of and/or non-adherence to instructions given on BOC Internet & Mobile Banking Facility and BOC Mobile apps for any reason whatsoever.

8.3 I/We agree that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take responsibility or liability on the quality, on time delivery or the availability of such goods or services such offered.

## 9. OPERATION BOC INTERNET & MOBILE BANKING FACILITY AND BOC MOBILE APPS

- 9.1 I/We do hereby authorize the Bank to debit any of my/our account/s with the amount of any transaction performed by me/us.
- 9.2 I/We agree to pay any charges/payments due to the Bank on transactions/functions performed by me/us by using BOC Internet & Mobile Banking Facility and BOC Mobile apps.
- 9.3 The Bank shall attach or detach any accounts opened in my/our name/s, subsequent to this application. I/We agree and acknowledge that such attachment or detachment can be due to prevailing rules and regulations of the Bank.
- 9.4 The Bank shall, from time to time introduce new facilities/options into BOC Internet & Mobile Banking Facility and BOC Mobile apps. I/We do hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not, I/we have expressly registered to avail such services.
- 9.5 In case if the Bank requires to me/us to register for a specific service provided by BOC Internet & Mobile Banking Facility and BOC Mobile apps, I/we undertake to adhere to such request for registration to avail such service. I/We agree that any such subsequent registration becomes an integral part of the terms and conditions specified herein.
- 9.6 I/We agreed that the Bank or their agents may hold and process my/our Personal Information, Mobile device ID(s) and all other information concerning my/our Account(s) or otherwise in connection with the BOC Internet & Mobile Banking Facility as well as for analysis, credit scoring, marketing and customer safe guard & customer security. I/We also agreed that the Bank may disclose, to other institutions/Government departments/statutory bodies/Maldives Monetary Authority such Personal Information as may be necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal or regulatory directives, for credit rating by recognized credit scoring agencies, for fraud prevention purposes.
- 9.7 I/We agree that he Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion and such amendments, supplements or variation shall be binding on me/us.
- 9.8 I/We accept and agree that the Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation:
- i. Expanding, modifying or reducing the Services at any time;
  - ii. Imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which I/we may conduct by using the Services.

iii. Prescribing and changing the normal service hours during which the Services are available and any daily cutoff time for any type of Services or transactions. Any of my/our instruction received by the Bank after any applicable daily cutoff time shall be deemed to be received on the next business day. I agree that the Bank may specify business day and daily cutoff time by reference to the time of various services.

#### **10. CANCELLATION**

The Bank shall have the full discretion to cancel or withdraw the BOC Internet & Mobile Banking Facility and BOC Mobile apps without any prior notice or any reasons given to me/us. In the event that I/we decide to terminate the use of BOC Internet & Mobile Banking Facility and BOC Mobile apps, I/we shall give the Bank not less than five working days prior notice in writing and forthwith return any document relating to BOC Internet & Mobile Banking Facility and BOC Mobile apps which are given to me/us by the Bank and obtain a valid receipt thereof.

#### **11. PROPRIETARY AND OTHER RIGHTS**

I/We agree that the BOC Internet & Mobile Banking Facility and BOC Mobile apps will remain the property of the Bank at all times and I/we will not copy the BOC Internet & Mobile Banking Facility and BOC Mobile apps or any of the information, technique data or designs relating to them.

#### **12. INDEMNITY**

I/We do hereby agree and irrevocably hold the Bank indemnified and save harmless against any losses, charges, suit, claims, expenses and damages that the Bank shall or may be caused sustained, incurred or suffered by reasons of using BOC Internet & Mobile Banking Facility and BOC Mobile apps by me/us in any manner whatsoever and for any loss and/or misdirection of data in transit electronically and/or by reasons of the Bank generating and/or issuing and /or dispatching the original password/s according to my/our request and/or subsequent passwords to my/our User ID at any written request and /or any substitution effected by me/us.

#### **13. GOVERNING LAW**

The terms and or conditions hereof shall be governed and construed in accordance with the laws of laws of Republic of Maldives. Furthermore, the bank will have the right to pursue its remedies in and outside the Republic of Maldives and in the courts of any other jurisdictions which is considered appropriate by the Bank. The parties hereby submit to the nonexclusive jurisdiction of the Courts of Maldives for the purpose of any suit, action or other proceeding which directly or indirectly arises out of or is based upon the terms and conditions hereof.