

Contents

**PRIVACY NOTICE..... 2**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW  
ACCOUNT OR CREATING A NEW CUSTOMER RELATIONSHIP WITH OUR  
INSTITUTION ..... 4**

**UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) AND REG. GG  
NOTICE ..... 5**

**CHICAGO BRANCH NON FDIC INSURED..... 6**

**LOS ANGELES BRANCH NON FDIC INSURED ..... 7**

**S.A.F.E. ACT ..... 8**

**EQUAL HOUSING ACT..... 10**

**ATM FEE, SAFETY AND OPERATION NOTICE..... 12**

**SUBSTITUTE CHECKS AND YOUR RIGHTS ..... 14**

**FUNDS AVAILABILTY NOTICE..... 16**

**ELECTRONIC FUND TRANSFERS DISCLOSURE STATEMENT ..... 18**

**BANK OF CHINA USA REMITTANCE TRANSFER ERROR RESOLUTION AND  
CANCELLATION DISCLOSURES (Long)..... 22**

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS ..... 23**

## PRIVACY NOTICE

### FACTS

#### WHAT DOES BANK OF CHINA USA DO WITH YOUR PERSONAL INFORMATION?

##### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

##### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balance and payment history
- credit history and credit score

When you are *no longer* our customer, we continue to share your information as described in this notice.

##### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of China USA chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Does Bank of China USA share? | Can you limit this sharing? |
|---|-------------------------------|-----------------------------|
| <b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                           | No                          |
| <b>For our marketing purposes –</b> to offer our products and services to you   | No                            | We don't share              |
| <b>For joint marketing with other financial companies</b>   | No                            | We don't share              |
| <b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences   | No                            | We don't share              |
| <b>For our affiliates' everyday business purposes –</b> information about your creditworthiness   | No                            | We don't share              |
| <b>For our affiliates to market to you</b>  | No                            | We don't share              |
| <b>For nonaffiliates to market to you</b>   | No                            | We don't share              |

### Questions?

Call 212-935-3101 or go to <https://www.bocusa.com> (click on Contact Us)

## What we do

### How does Bank of China USA Protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, please visit <https://www.bocusa.com/boc-usa-privacy-policy>.

### How does Bank of China USA collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- pay your bills or apply for a loan
- use your debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Bank of China USA does not share with our affiliates for their everyday business purposes.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Bank of China USA does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Bank of China USA does not jointly market.*

## Definitions

**Cross Border Data Transfer:** BANK OF CHINA USA strives to satisfy our customers' financial needs and provide services to help you succeed financially. To do this, BANK OF CHINA USA, our affiliated companies, and our service providers including independent external auditors or other service providers around the world may need to access your information. When your information is accessed, we maintain protective measures as described in our privacy policies and notices, available at the [Privacy Policy](https://www.bocusa.com/boc-usa-privacy-policy) at <https://www.bocusa.com/boc-usa-privacy-policy>.



## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR CREATING A NEW CUSTOMER RELATIONSHIP WITH OUR INSTITUTION**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person (individual or legal entity) who opens an account or creates a new customer relationship with our bank, including the beneficial owners of legal entity customers.

What this means for you:

**Individual Customer:** when you open an account with our Bank, we will ask you for the name, address, date of birth, Social Security number, and other information that will allow us to identify all customers on the account. We may also ask you to provide an unexpired government-issued form of identification, such as a driver's license or passport, or other documents that can be used to verify your identity, such as utility bills.

**Legal Entity Customer:** when a corporation, limited liability company, partnership, or similar entity opens an account with our Bank, we will ask for its business name, address, taxpayer identification number, or other government identification number. We may also ask to see an unexpired government-issued business license, certified articles of incorporation, resolutions, financial statements, a partnership agreement, or other related documents. Furthermore, we may also ask for the identification documents of the beneficial owners and others who may have a controlling equity interest in the legal entity customer or control or manage the legal entity customer.

### **What happens if you don't provide the information requested or your identity can't be verified?**

Our Bank may not be able to open an account or carry out transactions for you. If our Bank has already opened an account for you, we may have to close it. We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system. Please note that all deposit accounts are governed by the terms and conditions stated in the General Deposit Account Agreement provided as well.

The Bank is required to conduct ongoing customer due diligence, and may request updated identifying information or certifications after your account relationship is established. Your account may be subject to certain restrictions or be closed if required after it is opened, based on our review results of the information and/or documentation you submit to us.

Thank you for your cooperation.



NEW YORK BRANCH  
1045 Ave of the America  
New York, NY 10018  
TELEPHONE: 212-935-3101  
FACSIMILE: 212-319-1944

QUEENS BRANCH  
42-35 Main St.  
Flushing, NY 11355  
TELEPHONE: 212-925-2355  
FACSIMILE: 718-321-3733

CHICAGO BRANCH  
111 South Wacker Drive Suite 4800  
Chicago, IL 60606  
TELEPHONE: 312-506-8688  
FACSIMILE: 312-753-6721

LOS ANGELES BRANCH  
444 S. Flower St. Suite 3900  
Los Angeles, CA 90071  
TELEPHONE: 213-688-8700  
FACSIMILE: 213-688-1015

## UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) AND REG. GG NOTICE

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that **restricted transactions are prohibited from being processed** through your Account or relationship with BOC USA.

Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. By maintaining an Account with our institution, you certify that you do not engage in Internet gambling and you agree to notify us if your Account is ever used for Internet gambling of any kind, even if you believe the activity to be legal. If you do not, we

may terminate your access to various payment methods or close your account.

**This notice serves as your disclosure.**

**Bank of China**

**CHICAGO BRANCH NON FDIC INSURED**

**Important Notification About  
No FDIC Deposit Insurance**

Dear Client:

Bank of China - Chicago Branch IS NOT  
FDIC-INSURED.

Deposits in this branch ARE NOT INSURED  
by the Federal Deposit Insurance Corporation  
(FDIC). If the Bank fails, the Federal  
government does not guarantee that customers  
will get any of their money back.

**Bank of China**

**LOS ANGELES BRANCH NON FDIC INSURED**

**Important Notification About  
No FDIC Deposit Insurance**

Dear Client:

Bank of China – Los Angeles Branch IS NOT  
FDIC-INSURED.

Deposits in this branch ARE NOT INSURED  
by the Federal Deposit Insurance Corporation  
(FDIC). If the Bank fails, the Federal  
government does not guarantee that customers  
will get any of their money back.



QUEENS BRANCH  
42-35 Main St.  
Flushing, NY 11355  
TELEPHONE: 212-925-2355  
FACSIMILE: 718-321-3733

TELEX: ITT 423635, WU 661723  
CABLE: CHUNGKUO  
S.W.I.F.T. BKCHUS33  
WWW.BOCUSA.COM

## **S.A.F.E. ACT NOTICE OF AVAILABILITY**

**Bank of China US follows the standards for licensing and registration established by the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (S.A.F.E. Act). To obtain information on employees who originate residential mortgage loans and are registered with the Nationwide Mortgage Licensing System and Registry, please contact the following:**

### **Your Mortgage Lender Contacts**

**1. Bo. Wang - NMLS ID 1514780 @ 212-925-2355**

**OR**

**Vishy Gopalakrishnan**

**S.A.F.E. Act Administrator**

**Bank of China 646-231-3195**





QUEENS BRANCH  
42-35 Main St.  
Flushing, NY 11355  
TELEPHONE: 212-925-2355  
FACSIMILE: 718-321-3733

TELEX: ITT 423635, WU 661723  
CABLE: CHUNGKUO  
S.W.I.F.T. BKCHUS33  
WWW.BOCUSA.COM

## **IMPORTANT NOTICE**

**THE CONTENTS OF YOUR SAFE DEPOSIT BOX ARE NOT INSURED AGAINST LOSS BY THIS FINANCIAL INSTITUTION.**

**FOR YOUR PROTECTION, YOU MAY WISH TO OBTAIN YOUR OWN BOX CONTENT INSURANCE FROM AN INSURANCE COMPANY OF YOUR OWN CHOICE.**

**YOU SHOULD ALSO KEEP A COMPLETE, UP-TO-DATE LIST AND DESCRIPTION OF ALL PROPERTY STORED IN YOUR SAFE DEPOSIT BOX. THIS INVENTORY AND ANY OTHER PROOF OF OWNERSHIP DOCUMENTS SHOULD BE STORED IN ANOTHER LOCATION, OTHER THAN YOUR SAFE DEPOSIT BOX.**

## EQUAL HOUSING ACT



**EQUAL HOUSING  
LENDER**

**We Do Business In Accordance With Federal Fair  
Lending Laws**

**UNDER THE FEDERAL FAIR HOUSING ACT, IT IS ILLEGAL,  
ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN,  
RELIGION, SEX, HANDICAP, OR FAMILIAL STATUS (HAVING  
CHILDREN UNDER THE AGE OF 18),  
TO:**

- Deny a loan for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or deny any loan secured by a dwelling; or
- Discriminate in fixing the amount, interest rate, duration, application procedures or other terms or conditions of such a loan, or in appraising property.

**IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU  
SHOULD SEND A COMPLAINT TO:**

*Assistant Secretary for Fair Housing and Equal Opportunity Department  
of Housing & Urban Development Washington, Washington, DC 20410*

*For processing under the Federal Fair Housing Act*

*and to:*

*Customer Assistance Group  
Office of Comptroller of the Currency  
P.O.Box 53570  
Houston, Texas 77052*

*For processing under Comptroller of the Currency regulations*

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**UNDER THE EQUAL CREDIT OPPORTUNITY ACT, IT IS ILLEGAL TO  
DISCRIMINATE IN ANY CREDIT TRANSACTION:**

- On the basis of race, color, national origin, religion, sex, marital status, or age;
- Because income is from public assistance; or
- Because a right was exercised under the Consumer Protection Act.

**IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU  
SHOULD SEND A COMPLAINT TO:**

*Consumer Financial Protection Bureau  
1700 G St. NW  
Washington, DC 20552*

## **ATM FEE, SAFETY AND OPERATION NOTICE TO NON-Bank of China CARDHOLDERS**

Bank of China (BOC) will charge a \$3.00 transaction fee to all transactions<sup>1</sup> including balance or account inquiries made by non-BOC cardholders thru' BOC ATMs. This fee will be in addition to any fee that may be charged by your financial institution. The BOC transaction fee will be added to the transaction amount, and the total will be deducted from your account.

**ATMs at this site do not accept deposits into accounts maintained by other banks.**

### **ATM SAFETY NOTICE**

For your protection, any activity at this ATM facility is being recorded by surveillance camera(s). If emergency assistance is needed due to criminal activity or medical emergency, please call 911.

### **AVAILABILITY OF DEPOSITS (New York Branch)**

Funds deposited at this ATM may not be available for immediate withdrawal. Please refer to our Funds Availability Disclosure for additional details. The cut-off time for deposit at this ATM is 3:00 p.m.<sup>2</sup> Monday through Friday, excluding bank holidays. Any ATM transactions made after 3:00 p.m., during non-business hours or weekends will be processed on the next business day. **ATMs at this site do not accept deposits into accounts maintained by other banks.**

### **AVAILABILITY OF DEPOSITS (Queens Branch)**

Funds deposited at this ATM may not be available for immediate withdrawal. Please refer to our Funds Availability Disclosure for additional details. The cut-off time for deposit at this ATM is 3:00 p.m. Monday through Friday and 2:00 p.m., Saturday, excluding bank holidays. Any ATM transactions made after cut-off time, during non-business hours or weekends will be processed on the next business day. **ATMs at this site do not accept deposits into other bank accounts.**

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### **Safety Tips for using this Bank of China ATM**

**This location is being monitored by a surveillance camera.**

- Be aware of your surroundings before, during, and after you use this ATM. If you think it is unsafe, do not use your card.
- If you suspect the ATM isn't working properly or if you notice anything suspicious, cancel the transaction and find another machine.
- Please do not open the door to anyone you do not know.
- Please close entry door completely upon entering and exiting.
- Be careful, put your card, cash and receipt away before leaving.
- Memorize your PIN, please do not write it on your ATM card or place it anywhere in your wallet.

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<sup>1</sup> Inquiry only transactions would be charged a fee.

<sup>2</sup> *All times refer to local time unless otherwise specified.*

Effective since July 2025

- For assistance with criminal activity or medical emergency, call 911.

**Questions or complaints concerning security? Call**

- **New York Branch's hotline at 212-935-3101** available during normal business hours Monday through Friday;  
**or**
- **Queens Branch's hotline at 212-925-2355 Ext. 8800** available during normal business hours Monday through Saturday, excluding any banking holiday.



New York Branch  
1045 Avenue of the Americas  
New York, NY 10018  
Tel: 212-935-3101

Queens Branch  
42-35 Main Street  
Flushing, NY 11355  
Tel: 212-925-2355

Los Angeles Branch  
444 S Flower St Suite 3900  
Los Angeles, CA 90071  
Tel: 213-688-8700

Chicago Branch  
111 South Wacker Drive Suite 4800  
Chicago, IL 60606  
Tel: 312-506-8688



Not an FDIC-insured institution

Not an FDIC-insured institution

## IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

### SUBSTITUTE CHECKS AND YOUR RIGHTS

#### **What is a Substitute Check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What Are My Rights Regarding Substitute Checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the above address or phone number or email us at

**CONTACTUS@BOCUSA.COM**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check:

(identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

**Bank of China**

### **关于21世纪支票清算法案的通知及重要说明**

新的联邦法律《21世纪支票清算法案》旨在加快支票处理程序，准许银行用“**影像替代支票**”代替支票原件。“**影像替代支票**”印有稍微缩小支票原件的正反两面影像，证明印有文字说明：“这是你支票的合法副本。你可以依照使用支票原件的同样方式使用它。”你可以将**影像替代支票**如同支票原件一样作为付款证明使用。

该法律实施后，我们退还给你的部分或全部支票将可能是**影像替代支票**。本通知阐述你从我们这里接受**影像替代支票**时所具有的权利（不适用于支票原件或电子付款）。即根据该法律规定的特别程序，若你确信由于**影像替代支票**而使用你的账户遭受损失，你必须在我们寄出**影像替代支票**或列有相关交易的对账单之日起40天内，按照银行规定的格式内容向银行提出书面索赔申请，银行收到后，将在10个营业日内先行退还不超过\$2500部分，余额（若有）在45天内退还。但如果银行事后能证明该**影像替代支票**交易并无差错，银行可撤回所有退款（包括退款的任何利息）。依照该程序所得的退款金额只限于遭受损失的金额或**影像替代支票**的金额，取其中金额少的一个。

欲知详情，可向各行营业部的客户代表查询。本通知的中文释义如与英文有出入，以英文为准。

## BANK OF CHINA, USA

### FUNDS AVAILABILITY NOTICE

(Effective 07/01/2025)

While we generally apply our funds availability policy to deposits you make to all accounts, please note that our funds availability policy does not apply to deposits you make to savings accounts (including any money market account and savings accounts), and we may delay availability of funds from these deposits.

#### YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make your funds available within the guidelines described below. There may be some delays before we are able to collect the funds from your deposit. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. After we have made funds available to you, and you have withdrawn funds, you are responsible for checks you deposit that are returned to us unpaid, and for any other problems involving your deposit.

#### DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before the business Cut-Off time on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the business Cut-Off time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

\*The Cut-of Time is different in different branch locations, please refer to the below chart for details and choose the most convenient one for your transactions:

| Branch             | Teller Desk Cut Off Time <sup>1</sup> | ATM Cut Off Time    |
|--------------------|---------------------------------------|---------------------|
| New York Branch    | 3:30PM                                | 3:00PM.             |
| Queens Branch      | 4:00PM                                | 3:00PM <sup>2</sup> |
| Los Angeles Branch | 3:00PM                                | N/A                 |
| Chicago Branch     | 3:00PM                                | N/A                 |

The length of the delay varies depending on the type of deposit and is explained below.

#### SAME-DAY AVAILABILITY

Checks drawn on Bank of China US Branches ("on us" checks), funds from electronic direct deposits to your account including preauthorized credits such as social security benefits and payroll payments that are finally settled and processed on that day, will be available on the day we receive the deposit.

#### NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first (1<sup>st</sup>) business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first (1<sup>st</sup>) business day after the day of your deposit.

- Cash
- State and local government checks that are payable to you up to \$6,725. When they total more than \$6,725, you must use our special deposit slip available from our teller windows or from any of our branches.
- Cashier's, certified, and teller's checks that are payable to you up to \$6,725. When they total more than \$6,725, you must use our special deposit slip available from our teller windows or from any of our branches.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit, or do not use the special deposit slip), funds from these deposits will be available on the second (2<sup>nd</sup>) business day after the day we receive your deposit.

#### OTHER CHECK DEPOSITS

The first \$275 of other checks you deposit will be available on the first (1<sup>st</sup>) business day after the day of your deposit. The remaining funds will be available on the second (2<sup>nd</sup>) business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$275 of the deposit

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<sup>1</sup> All times refer to local time unless otherwise specified.

<sup>2</sup> On Saturday, Queens Branch ATM cut-off time is at 2:00PM. And the Teller desk cut off time is shorter too. Please kindly check with the Queens Branch for details on services on Saturday.

Effective since July 2025



is available on Tuesday. The remaining \$425 is available on Wednesday. However, deposits received on separate deposits slips on the same day may be subject to a one-day delay in availability.

**LONGER DELAYS MAY APPLY**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7<sup>th</sup>) business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply on deposits made during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1<sup>st</sup>) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second (2<sup>nd</sup>) business day after the day you deposit. Funds from all other check deposits will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit.



1045 AVENUE OF AMERICAS  
NEW YORK, NY 10018  
TELEPHONE: (212) 935-3101  
FAX: (212) 319-1944

S.W.I.F.T.: BKCH US 33

## ELECTRONIC FUND TRANSFERS DISCLOSURE STATEMENT

This Disclosure is made in compliance with Federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account (established primarily for personal, family or household purpose) at the Bank. The following disclosures set forth your rights and responsibilities as a consumer concerning the electronic funds transfers.

### A. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS

Tell us AT ONCE if your card/PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check; or if your account statement shows transfers that you did not make. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your card/PIN, you can lose no more than \$50 if someone used your card/PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card/PIN, and we can prove we could have stopped someone from using your card/PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the account statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will give you a reasonable extension of the time periods.

### B. REPORT IMMEDIATELY IN THE EVENT OF UNAUTHORIZED TRANSFER

If you believe your card/PIN has been lost or stolen, visit Bank of China New York Branch or Queens branch, call us at 212-935-3101, email to [CONTACTUS@BOCUSA.COM](mailto:CONTACTUS@BOCUSA.COM) or write to us at 1045 Avenue of Americas, New York, NY 10018. You can also contact at the toll free 24x7 number on the back of your card.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### C. BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday at New York Branch and Queens Branch. Holidays are not included.

### D. TRANSFER TYPES AND LIMITATIONS

1. **Account access.** You may use your card/PIN to:

- i. Withdraw cash from your checking or savings account.
- ii. Make deposits to your checking or savings account.
- iii. Make account balance inquiries of your checking or savings account
- iv. Transfer funds between your checking and savings accounts whenever you request.
- v. Pay for purchases at places that have agreed to accept the card/PIN.

Effective since July 2025

Lastly, you may also pay bills directly by IBS from your checking account in the amounts and on the day you request.

## 2. **Electronic check conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) Pay for purchases.
- (ii) Pay bills.

## 3. **Limitations on frequency and dollar amount of transfers**

- i. For money market and saving accounts, there are usually transaction restrictions. However, based on regulatory guidelines, during the COVID-19 pandemic period, and until further notice, BOC U.S.A. has suspended its enforcement of the six (6) telephones, automatic or pre-authorized transfers limit per month, allowing the depositor unlimited number of withdrawals.
- ii. You may withdraw cash from an ATM up to \$1,000.00, and make point-of-sale transactions up to \$3,000.00 per day (the total daily limit combining all accounts is \$4,000.00, provided that your account has sufficient balance to meet that limit).
- iii. There are no limitations on the dollar amount for the pre-authorized transfers.
- iv. There are no limitations to the number of over-the-counter or ATM withdrawals.

Some of these services may not be available at all terminals accepting Cirrus, Pulse, Jeanie or Master Card® networks.

## 4. **Fees**

- Fees may occur for ATM cash withdrawals at non-Bank of China ATM machines. However, we will automatically reimburse customers two (2) surcharges per calendar month (up to six (6) for overseas student account), when using your debit MasterCard® at ATMs not owned by us.
- We do not charge for direct deposits to any type of account.
- Except as indicated the Fee Schedule, we do not charge for electronic fund transfers.
- Currency Conversion and International Transactions - If a transfer takes place outside of the United States, Puerto Rico or the U.S. Virgin Islands and is in a foreign currency, MasterCard® will convert the transfer into U.S. dollars by using its own currency conversion procedures. This includes purchases, cash withdrawals. The currency exchange rate used may differ from the rate in effect when your transfer occurred. If you use your MasterCard®-branded debit card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a "Debit Card Foreign Transaction Fee" of 3% of the transaction amount.

**Please refer to our service charge schedule for detailed information.**

## E. **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- 1. Where it is necessary for completing transfers, or
- 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- 3. In order to comply with government agency or court orders, or
- 4. If you give us your written permission.

## F. **DOCUMENTATION**

- 1. **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines (ATMs).
- 2. **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, we will let you know if the deposit is made. You can call us at 212-935-3101 to find out whether or not the deposit has been made.
- 3. **Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

4. ***Passbook account where the only possible electronic fund transfers are preauthorized credits.*** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

#### **G. PREAUTHORIZED PAYMENTS**

1. ***Right to Stop Payment and Procedure for Doing So***

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by (1) calling us at 212-935-3101; or (2) write us at 1045 Avenue of Americas, New York, NY 10018, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give (please refer to our Service Charge Schedule for the amount of charge).

2. ***Bank's Liability For Failure to Stop Payment***

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

3. ***Notice of Varying Amounts***

If these regular payments may vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. Instead, you may arrange with the person or company you are going to pay, to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### **H. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFER**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the automated teller machine where you are making the transfer does not have enough cash.
3. If the terminal/system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our agreement with you.

#### **I. ATM OPERATOR/NETWORK FEES**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

#### **J. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 212-935-3101 or write us at 1045 Avenue of Americas, New York, NY 10018 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. And should our investigation reveal that an error did not occur, the provisional credit will be reversed according to the procedures. You may ask for copies of the documents that we used in our investigation.

# BANK OF CHINA USA REMITTANCE TRANSFER ERROR RESOLUTION AND CANCELLATION DISCLOSURES (Long)

中国银行美国分行汇款错误申诉解决以及取消交易披露（详细版）

## What to do if you think there has been an error: or problem

若您认为在汇款过程中存在错误或者问题，可以通过如下途径解决：

If you think there has been an error or problem with your remittance transfer, please contact us through any of the following methods:

若您认为在汇款过程中出现错误或者存在任何问题，请通过如下方式联系我们：

- Visit Bank of China New York branch or Queens Branch  
前往中国银行纽约分行或皇后分行
- Call us at: 212-935-3101 or  
拨打电话到 212-935-3101或者：
- Write us at: Banking Department, 1045 Ave of the Americas, New York, NY 10018;  
写信到营业部， 1045 Ave of the Americas, New York, NY 10018，
- Email us at: CONTACTUS@BOCUSA.COM  
发送邮件至： CONTACTUS@BOCUSA.COM

You must contact us within 180 days of the date we promised you that funds would be made available to the recipient. When you do, please tell us:

请您务必在收据中许诺的到账日期后的180天内联系我们并且提供以下信息：

- (1) Your name, address or telephone number;  
您的姓名，地址或者电话号码；
- (2) The error or problem with the transfer, and why you believe it is an error or problem;  
关于您汇款中出现的错误或者问题的陈述以及您认为出现错误或者问题的原因；
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;  
收款人的姓名以及您知晓的收款人电话或者地址；
- (4) The dollar amount of the transfer;  
汇款金额；
- (5) The confirmation code or number of the transaction.  
确认码或者交易编号。

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

我们将在您联系我们的90天内进行调查并决定您申报的错误是否发生。在错误确实发生的情况下，我们将及时更正错误。另外我们将会在调查完成后的3个工作日内告知您调查结果。如果调查结果显示没有错误发生，我们将提供您一份关于此项调查的书面说明。您可以联系我们索取调查中使用的文件副本。

## What to do if you want to cancel a remittance transfer:

您可通过以下途径取消汇款：

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at 212-935-3101 or email us at [contactus@bocusa.com](mailto:contactus@bocusa.com), within 30 minutes of payment for the transfer.

您有权利取消汇款并且获得包括您向我们支付的所有费用在内的全额退款。若您希望行使取消权，请您务必在付款后的30分钟内拨打212-935-3101告知我们您取消汇款的意向。

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

请您在联系我们时务必向我们提供汇款金额以及收款地点等信息，以便我们识别到您意图取消的交易。在汇款尚未被提取或者存储进收款人账户的情况下，我们将在收到您取消交易要求的三个工作日内为您提供全额退款。

\* If there is any discrepancy between the Chinese translation of this notice and the English interpretation, the English version shall prevail.

\*本通知的中文释义如与英文有出入，以英文为准。

Effective since July 2025

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

(In accordance with the Electronic Fund Transfers Act, this section is applicable for accounts established for personal, family and household purposes)

In Case of Errors or Questions About Your Electronic Transfers as soon as you can via Telephone, mail address and/or Email address provided below this paragraph. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Telephone or write us at:

**BANK OF CHINA  
NEW YORK BRANCH  
1045 Avenue of the Americas  
New York, NY 10018  
Tel: 212-935-3101**

**BANK OF CHINA  
QUEENS BRANCH  
42-35 Main Street  
Flushing, NY 11355  
Tel: 212-925-2355**

Or email us at:

**CONTACTUS@BOCUSA.COM**

When you contact us, please kindly:

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. And should our investigation reveal that an error did not occur, the provisional credit will be reversed 5 business days after notifying you. The specific date of such reversal will depend on each of the specific case we process. You may ask for copies of the documents that we used in our investigation.