



Bank SinoPac Hong Kong Branch Internet Banking Services Agreement

1. Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

"Accounts" means all accounts of the Customer maintained with the Bank, including lines of credit and overdraft facilities, which are designated by the Bank from time to time being accessible by the Customer through the Internet Banking Services. "Applicable Law" means, in relation to any person, action or thing, the following:

- a. any law, rule or regulation of any country (or political sub-division of a country).
- b. any obligation under any license in any country (or political sub-division of a country)
- c. any lawful and binding determination, decision, order, ruling, guidelines or direction of a regulator or competent court or authority in any country (or political sub-division of a country), in each case, from time to time applicable to that person, action or thing.

"Bank" means, collectively, Bank SinoPac, a company registered in Hong Kong whose registered address is situated at 26F, Central Tower, 28 Queen's Road Central, Hong Kong, together with its head office and/or associated companies. "Content" means things that one may see, read, hear, download, install, modify or otherwise access on or via the Internet Banking Services and/or the Website (including but not limited to messages, files, Data, software, images, photographs, illustrations, expression, presentation, opinion, advice, form, format, mode or method of compilation, selection, configuration, text and other materials). "Computer System" means facilities (including, without limitation, any terminal, software, modem, computer equipment, electrical or wireless appliances and telecommunications facilities) for accessing and using the Internet Banking Services.

"Customer" means any customer of the Bank who maintains any Account and who has successfully applied for the Internet Banking Services. According to its status, the Customer will be classified as Corporate Customer and Individual Customer.

"Data" means any representation of information (including any expression of opinion) in any Document. "Document" includes, in addition to a document in writing:

- a. disc, tape or other device in which Data other than visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced from the disc, tape or other device.
- b. a film, disc, tape or other device in which visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced from the film, disc, tape or other device.

General Conditions" means, collectively, all the terms and conditions from time to time in force or as varied, amended or supplemented by the Bank governing the use of the Accounts and other related services of the Bank. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Information" means any form of Data, news, report, information or material made available through The Internet Banking Services or the Website, which includes without limitation text, images, sound codes, computer programs, software and databases, as well as any exchange rate, interest rate, price and computed amount (such as monthly repayment amount under a mortgage loan), whether or not given as a result of any Instructions. "Instructions" means any instructions given through the Website and/or Internet Banking Services in accordance with the Bank's prescribed methods from time to time in force. "Internet Banking Services" means the services specified in Clause 2, including Corporate Internet Banking Services and Individual Internet Banking Services. "Record" means information that is inscribed on stored in or otherwise fixed on a tangible medium or that is stored in an electronic or other medium and is retrievable in a perceivable form.

"Transactions" means any deposit, transfers, withdrawals, placement of fixed deposits or remittances of funds or currency, trading of stock, securities, notes, bonds, futures and financial instrument, or other transactions between, or (as the case may be) involving the operation of, the Accounts and any other accounts whether held with the Bank or any other bank, carried out through the Website or using the Internet Banking Services as the Bank may provide from time to time.

"Website" means the Internet Banking Services website.

- 1.2 The following words and expressions shall have the following meanings in Corporate Internet Banking Services: "Registration No." means a series of number assigned by governmental authorities to a body corporate for registration. "User ID" means the name(s) or number(s) assigned by the Bank to the Customer or, if applicable, otherwise assigned subsequently by the Customer and accepted by the Bank and to be used in conjunction with the User Password for obtaining authorized access to the Corporate Internet Banking Services. "User Password" means the password(s) assigned or other identification forms provided by the

Bank to the Customer or, if applicable, otherwise re-assigned or changed subsequently by the Customer and accepted by the Bank to be used in conjunction with User ID for obtaining authorized access to the Corporate Internet Banking Services. "Certificate of Authentication" (CA) means an electronic evidence with the form of electronic sound, symbol, or process attached to or logically associated with Transactions executed or adopted by Customer with the intent to authenticate the identity of the Customer and the contents of Transaction is true and accurate. "CA Password" means a series of letters, numbers or the combination of both to be supplied by the Bank to the Customer or, if applicable, otherwise changed subsequently by the Customer and accepted by the Bank and to be used in conjunction with the Certificate of Authentication of the Customer for the intention to execute the Transaction. Unless otherwise expressed, the above item(s) could be expressed single or collectively as "Corporate Customer Security Mechanism".

1.3 The following words and expressions shall have the following meanings in Individual Internet Banking Services: "Activation Code" means a series of number and/or characters assigned by the Bank to Customer to be used in conjunction with PIN and User Code in order to access to the Individual Internet Banking Services and set the Internet Password for obtaining Individual Internet Banking Services.

"PIN" means the Personal Identification Number(s) of Customer. "User Code" means a series of number and/or characters assigned by the Customer on the Individual Internet Banking Services Application Form. "Internet Password" means the password(s) or other identification forms assigned by the Customer on the Individual Internet Banking or otherwise changed subsequently by the Customer and accepted by the Bank to be used in conjunction with PIN and User Code for obtaining authorized access to the Individual Internet Banking Services. Unless otherwise expressed, the above item(s) could be expressed single or collectively as "Individual Customer Security Mechanism".

"SMS-OTP" means customer will receive a set of verification code through SMS from the registered mobile phone which is applied by customer in writing with the Bank. Customer is required to enter the verification code to authenticate the online trading or service in order to ensure the security of internet banking transaction.

1.4 In this Agreement, including its Schedules:

- a. references to Clauses and Schedules are to clauses of and schedules to this Agreement.
- b. the operation manual produced by the Bank for Customer's using the Internet Banking Services is a part of the Agreement. and

- c. words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.

1.5 In construing this Agreement:

- a. general words introduced by the word "Other" shall not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things.
- b. general words shall not be given a restrictive meaning by particular examples intended to be embraced by the general words.

2. Internet Banking Services

- 2.1. The Bank shall provide an electronic service that permits the Customer to gain access to the Accounts, to carry out Transactions and make enquiries and to obtain other related services which the Bank may provide from time to time at its sole discretion through the use of any computers, mobile telephones, or other telecommunication, wireless or similar access devices on the terms of this Agreement.
- 2.2. The Bank reserves the right to determine and vary the scope of the Internet Banking Services to be provided from time to time with prior notice (where practicable) to the Customer at the Bank's sole discretion, including but not limited to the right:
 - a. to modify, expand or reduce the scope of the Internet Banking Services and/or the Website.
 - b. to impose or vary any limitation and/or condition on the use of the Internet Banking Services, including but not limited to minimum and maximum limitations on the Transaction as may be prescribed by the Bank from time to time.
 - c. to impose or vary any restrictions on the availability of certain parts of the Internet Banking Services, including but not limited to the imposition of restrictive service hours on, and suspension and/or discontinuance of, any part of the Internet Banking Service.
- 2.3. The Internet Banking Services are offered for the sole and exclusive use of the Customer and only in such jurisdictions and to such extent where and when they may be lawfully offered and processed under the Applicable Law.
- 2.4. Each use of Internet Banking Services on the Website is subject to the terms of this Agreement as amended and in force at the time of each such use. The

Bank may revise any terms of this Agreement from time to time on reasonable notice by post or by posting such changes on the Website.

- 2.5. Personal details of the Customer currently held by the Bank and/or supplied to the Bank upon registration of the Customer for the Internet Banking Services are in all material respects up-to-date, true and accurate and not misleading by omission or otherwise. The Customer unconditionally and irrevocably undertakes to notify the Bank in writing or through designated email address of any changes to such details as soon as reasonably practicable.
- 2.6. The Customer warrants that he/she/it shall (i) properly maintain all Accounts, (ii) fully comply with this Agreement and the General Conditions, and (iii) fully pay upon demand all fees, costs and expenses as may be prescribed by the Bank from time to time and associated with the use of and/or maintenance of, including without limitation all commissions and fees as may be prescribed by the Bank from time to time and arising from any Transactions made in connection with, the Accounts and the Internet Banking Services.
- 2.7. The Customer shall not use or permit the use of the Website or the Internet Banking Services in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to gain access to the Accounts, to carry out Transactions, to make enquiries relating to the Accounts and/or to obtain other related services which the Bank may at its sole discretion provide from time to time. In particular, but without limitation, the Customer shall not procure or knowingly allow any other person to:
- a. disrupt or interfere with the Website and/or the Internet Banking Services or servers or other software, hardware or equipment connected to or via the Website and/or the Internet Banking Services.
 - b. violate any Applicable Law relating to the Customer's use of the Website and/or the Internet Banking Services.
 - c. collect or store any information or Data about other users or party of the Website and/or the Internet Banking Services and/or the Bank other than those of the Accounts of the Customer or as permitted by the Bank expressly.

3. Access and Security

- 3.1. The Bank will take such steps as it may deem reasonably practicable (i) to the intent that its systems in connection with the provision of the Internet Banking Services are installed with reasonably prudent security and designs and (ii) to control and manage the risks in operating the systems, taking into account the

Applicable Law relating to the Bank.

- 3.2. Access to the Internet Banking Services may be provided through any premises as the Bank may designate including without limitation a private network connection or the World Wide Web. The Customer shall make available at his own cost a computer and other equipment and/or software with access to the Internet capable of viewing the Website and supporting his use of the Internet Banking Services at his own risks. For the avoidance of doubt, the Customer shall be solely responsible for obtaining access to the Internet and for all charges, costs and expenses charged by the relevant internet service providers, including without limitation PNET charges and all other charges associated with the connection to the Website for the use of the Internet Banking Services.
- 3.3. The Website and the Internet Banking Services apply different advanced technologies to protect the data the Customer sends from the browser of the Customer via the server of the Bank and/or third party information and/or service providers to the ultimate product providers.
- 3.4. For security purposes, the Customer agrees to follow and adhere to guidelines and/or advice which the Bank may at its discretion, but not obliged to, issue from time to time in relation to the use of and access to the Website and/or the Internet Banking Services.
- 3.5. The Bank will issue to Corporate Customer with an assigned User ID, User Password and if applicable the Certification of Authentication and CA Password as the Bank may from time to time specify, which must be used when obtaining access to the Corporate Internet Banking Services. and upon the request of the Bank to use Certification of Authentication and CA Password to complete the Transaction.
- 3.6. The Bank will accept the use of Personal ID Number and User Code assigned by the Individual Customer with Activation Code assigned by the Bank to set Internet Password by the Individual Customer on the Website. Such Internet Password shall be used in conjunction with PIN and User Code for obtaining authorized access to the Individual Internet Banking Services afterwards. In addition, the Bank may request customer to input the "SMS-OTP" for certain transactions for identification purpose in consideration to comply with cyber-security requirements.

- 3.7. The Customer agrees that he/she/it has sole responsibility for the safe custody and retention of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" and the Customer shall keep them strictly confidential at his/her/its own risks.
- 3.8. The Customer shall be solely responsible for all costs and losses, whether directly or indirectly, arising out of or in connection with any unauthorized use of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" by any third party, including without limitation the consequences of any use of such information, the Content, the Internet Banking Services and the Website.
- 3.9. The Customer shall immediately notify the Bank by telephone at such telephone numbers or in writing to such address of the Bank as may be designated by the Bank from time to time, or in person at one of the Bank's branches if the Customer has reason to suspect or become aware of any disclosure or unauthorized use of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer. Upon confirmation of the authenticity of such notification to the satisfaction of the Bank, the Bank may at the cost of the Customer suspend the use of "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer and, at its sole discretion, re-issue a new one to the Customer. The Customer shall remain wholly responsible for all losses and damages arising out of or in connection with the use of any of the Internet Banking Services, the Content and the Website by any unauthorized third party until such time the Bank confirms actual receipt and acceptance of notification of the Customer of such. For the avoidance of doubt, the Customer shall not be liable for losses and damages incurred after such confirmation of the Bank has been given to the Customer. The Customer agrees and acknowledges that the Bank is entitled to reasonable time for processing the notification of the Customer prior to its confirmation.
- 3.10. The Bank is authorized (but not obligated) to act on any Instruction that the Bank, in its absolute discretion, believes to have been given or authorized by the Customer (whether or not such Instruction was in fact given or authorized by the Customer) relating to the use of the Internet Banking Services. The Bank shall be under no duty and liability to verify the validity and/or authenticity of any Instructions once the correct "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer have been inputted

and accepted to gain access to and use the Internet Banking Services. The Bank is entitled to treat such Instructions as having duly authorized and approved by the Customer, and the Customer shall indemnify and keep the Bank fully indemnified at all times of all losses and damage as it may suffer or sustain arising out of or otherwise in connection with complying with or executing any such Instructions.

4. Information and Transactions

4.1. The Bank does not in any way warrant that (i) any services provided in connection with or any of the Customer's use of the Internet Banking Services and/or the Website will be free of errors, interception or interruption. of that (ii) the Information, Content, or other materials provided, used or accessible in connection with the Internet Banking Services and/or the Website will be free of viruses, disabling devices or other contaminants. The Customer acknowledges that all information is for reference only and shall not in any circumstances be binding or intended for trading or any other purposes. The Customer further acknowledges that the Bank's internal Records of the Accounts, Transactions and Information shall be conclusive save for obvious error or unless the contrary is established by the Customer to the Bank's satisfaction. For the avoidance of doubt, the Bank may use such updated Information as may be available at the time of executing any Instructions of the Customer for any Transactions, and such Transactions shall be binding on the Customer notwithstanding different Information may have been quoted by the Bank via the Internet Banking Services and/or the Website.

4.2. Instructions shall not be deemed executed unless so stated in the Banks regular statements of the Accounts and/or confirmation of execution given by the Bank online and/or other means of advice. The Customer agrees and acknowledges that it is his sole responsibility to keep records of such statement, confirmation and/or advice given by the Bank, and save for manifest error or unless proved to the contrary by the Customer to the Bank's satisfaction, the Bank's record shall be deemed as conclusive and binding.

4.3. Without prejudice to any other terms of this Agreement, the Customer agrees that he is under a duty to promptly check and verify the contents of each of the Bank's regular statements of the Accounts and/or confirmation of execution given by the Bank online and/or other means of advice, and report to the Bank any discrepancies if necessary, in accordance with the provisions of the General

Conditions as soon as possible. Such online advice and/or confirmation shall be deemed received by the Customer after transmission by the Bank. For the avoidance of doubt, the Customer agrees that it is his duty to notify the Bank if the Customer does not receive the Bank's regular statements of the Accounts or such online confirmation and/or other means of advice given by the Bank in respect of any transactions within the time usually required for receipt of similar statements, confirmation and/or advice.

- 4.4. Unless the Bank otherwise agrees in writing, the Customer agrees that any Instruction shall be binding and irrevocable once given, provided that the correct "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer were used, whether such Instructions were given by the Customer or by a third party purporting to be the Customer. For the avoidance of doubt, any Instruction shall not be deemed given and/or received by the Bank unless given in such manner as prescribed by the Bank from time to time and actually received by the Bank.
- 4.5. The Customer authorizes the Bank to (but the Bank is not obliged to) withdraw or otherwise deduct such sums of money, including any related costs and expenses, from the relevant Accounts (regardless of there being a debit balances, credit balances or otherwise in those Accounts) as shall be necessary to complete any Transactions. The Customer further agrees that he shall give Instructions only if there are sufficient funds and/or credit facilities in the relevant Accounts to complete a Transaction. The Bank shall not be liable for any consequence arising out of its failure to carry out the Instructions due to the inadequacy of funds and/or credit facilities in the relevant Accounts, provided that the Bank shall at its absolute discretion decide to carry out the Instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the Customer and the Customer shall forthwith upon demand return the fund shortfall and shall be fully liable for all reasonable costs and expenses incurred properly together with accrued interest at such rate as prescribed by the Bank as a result of the overdraft, advance or credit thereby created. For the avoidance of doubt, any Instruction given to the Bank shall operate only as a request to the Bank to act on such Instruction, and the Bank, in its absolute discretion and without giving any reason or assuming any liability, may refuse to act on such request or any part thereof immediately or at all.
- 4.6. Notwithstanding Clause 4.5, the Customer hereby authorizes the Bank to withdraw or otherwise deduct such sums of money, including all related interest, costs and expenses, from any or all of the Accounts (regardless of there being a

debit balances, credit balances or otherwise in those Accounts) as shall be necessary to execute any Instructions and other standing and/or auto-pay instructions.

5. Links and Advertisements

- 5.1. The Bank does not endorse and is not responsible for the content or accuracy of any off-Website pages or any other websites linked to the Website (including without limitation any websites linked through advertisements or through any search engines). The Bank expressly disclaims any liability for any loss or damage of any kind arising under or in connection with any reliance or otherwise use of such websites.
- 5.2. The Customers correspondence or dealings with, or participation in promotions of, advertisers on the Website are solely between the Customer and such advertisers. The Bank is not responsible for any loss or damage of any kind incurred as a result of any such dealings or as a result of the presence of advertisements on the Website.

6. Fees and Costs

- 6.1. The Bank reserves the right to charge fees in relation to the execution of Instructions and/or the use, availability and/or termination of the Internet Banking Services and to revise such fees from time to time in such form and manner as the Bank may deem fit by giving reasonable written or email notice to the Customer provided such written/email notice shall be given to the Customer in accordance with the manner as permitted under the Code of Banking Practice issued by Hong Kong Association of Banks (HKBA). The Customer shall be notified of the effective date of any such revised fees and shall become bound and liable for such revised fees upon the Customer's continued use of the Internet Banking Services, or maintenance of Accounts to which the Internet Banking Services shall remain available, after such effective date.
- 6.2. All costs and fees, including without limitation the fees mentioned in Clause 6.1 above, associated with the use of and/or maintenance of the Accounts, the Internet Banking Services shall be paid and collected in such manner as the Bank may from time to time determine at its sole discretion.

7. The Internet Banking Services Privacy Policy

- 7.1. When using the Website and/or the Internet Banking Services, the Customer may provide the Bank with certain of the personal data ("Personal Data") of the Customer, as defined in the Personal Data (Privacy) Ordinance ("Ordinance"), such

as the name(s), address (es), date(s) of birth and bank account information of the Customer. The Customer has certain rights in relation to the Personal Data of the Customer. By accessing or using the Website and/or the Internet Banking Services, the Customer consents to the capture and use of the Personal Data of the Customer in accordance with the Bank's Privacy Policy posted on the Website (as amended from time to time by the Bank).

7.2. Unless otherwise required by or in accordance with the prevailing laws and regulations or court of competent jurisdiction and except as referred to in their respective privacy policies, the Bank will take reasonably practicable steps to maintain and keep the Personal Data of the Customer confidential and shall not reveal such Personal Data to any individual or party without the authorization of Customer save as provided in the Bank's Privacy Policy (as amended from time to time) and/or the General Conditions. The Customer understands and agrees that he should refer to the Bank's Privacy Policy as to how the Bank protects the Personal Data of Customer.

7.3 During the Customers use of the Website and/or the Internet Banking Services, blocks of data known as "Cookies" may be issued to or requested from computer(s) of the Customer. The Customer may remove or reject any such cookies but the Customer must not alter any cookies sent to the Customer's computer(s) from the Website.

7.4. The Customer acknowledges that certain Transactions cannot be processed on the Website without the use of cookies.

8. Intellectual Property

8.1. The Customer acknowledges that any part of the Content is a trade secret, confidential and proprietary property of the Bank and the relevant information providers. The Customer further acknowledges that such Content is subject to copyright and/or other intellectual property rights of the Bank or any third party ("Intellectual Property Rights").

8.2. Unless the Customer is expressly authorized by the Bank in writing or compelled by law and with prior written notice to the Bank, the Customer shall not himself, and shall not participate in or permit any third party to:

- a. sell, transfer, disclose, assign, publish, convey, lease, sub-lease, share, loan, transmit, duplicate, reproduce, distribute, broadcast, cablecast, display, publicly perform, download, put in circulation, prepare derivative works based on, repost or otherwise use, provide or disseminate any of the Content in any way

for any purpose without the prior written consent of the Bank.

- b. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Content including, without limitation, any trademark or copyright notice.
- c. use any Content on any other website or in a networked computer environment for any purpose.
- d. decompile or attempt to decompile, reverse engineer, translate, convert, adapt, alter, modify, enhance, add to, delete, or in any way tamper with, or gain unauthorized access to, any part of the Content, the Internet Banking Services or any software incorporated into the Website.
- e. contravene any Applicable Law or otherwise infringe the Intellectual Property Rights of any party in using the Content, the Internet Banking Services and/or the Website.

8.3. The Customer agrees that all rights, benefits, title and interest in and relating to the Content and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the relevant information providers. Nothing in this Agreement or in the Customer's use of the Internet Banking Services or the Website shall confer or transfer any Intellectual Property Right to the Customer or provide the Customer with a license to exercise any Intellectual Property Right or otherwise enable the Customer to acquire any right with respect to the Website and/or Content unless it is expressly stated to the contrary. The Customer shall not make any representation or do any act which may be taken to indicate or otherwise imply that the Customer have any such rights, benefits, title or interest.

8.4. The Customer acknowledges that the Bank and any information or service provider may from time to time, subject to reasonable prior notice (where practicable), impose certain conditions upon the availability of any part of the Content that they supply. The Customer agrees that his continued access to, or the availability to the Customer of, such Content after the relevant effective date of such conditions constitute the acceptance of those conditions of the Customer.

9. Liability of the Bank

9.1. Unless Clause 10.2 applies or due to the gross negligence or willful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Transaction (whichever is less), the Bank shall not assume

any liability or responsibility whatsoever to the Customer or any other person for the consequences arising from or in connection with:

- a. use of the Internet Banking Services and/or access to any Content as a result of such use by the Customer or any other person whether or not authorised.
 - b. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet Banking Services, in transmitting Instructions or Content relating to the Internet Banking Services or in connecting with the Website caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law).
 - c. Transmission, posting and/or storage of any Content and/or Data relating to the Customer, the Internet Banking Services and/or Transactions or dealings conducted by the Customer in relation or pursuant to the Internet Banking Services through or in any system, equipment or instrument of any communication network provider. 9.2 Without prejudice to Clause 4.1, the Customer agrees that neither the Bank nor any information provider shall be deemed an investment adviser or other professional to the Customer. It is the sole responsibility of the Customer to seek or determine market information and seek independent professional advice on financial, investment, technical, legal, tax and other issues in connection with the use of the Internet Banking Services and/or the Website.
- 9.2. All Content and Information shall be made available on an "As is" basis and for reference purposes only. The Bank does not endorse or express any comment on any Content or Information supplied by third party information providers nor does it assume any duty to check or verify such Content or Information.
- 9.3. Without prejudice to Clauses 4.1, 9.2 and 9.3, neither the Bank nor any information or service provider warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness and completeness of any Content or whether any Content is fit for any purpose. The Bank and all such information or service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Content or Information.

- 9.4. Without prejudice to Clauses 4.1, 9.2 and 9.3, neither the Bank nor any information or service provider warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness and completeness of any Content or whether any Content is fit for any purpose. The Bank and all such information or service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Content or Information.
- 9.5. Without prejudice to Clause 3.9 and 3.10 and save for gross negligence, willful default or fraud of the Bank, its officers or employees, the Bank expressly disclaims all liabilities arising from and in connection with the validity, integrity and/or authenticity of any Instructions once the correct "Individual Customer Security Mechanism" or "Corporate Customer Security Mechanism" of the Customer have been inputted and accepted to gain access into the Internet Banking Services.
- 9.6. The Customer is solely responsible for implementing all such procedures and checkpoints to satisfy the particular requirement of the Customer for accuracy and security of Data input and output, and for maintaining a means external to the Website or the Internet Banking Services for the reconstruction of lost Data. If the Customers use of the Website or the Internet Banking Services results in the need for servicing or replacing property, material, equipment or Data, the Customer agrees that the Bank shall not be liable for any such costs.
- 9.7. The Customer acknowledges and understands that the Bank has endeavoured to ensure the personal Data of the Customer shall be secured and confidential. The Bank shall not be liable for all consequences arising from or in connection with any loss, interception or misuse of the personal Data of the Customer by any person beyond the reasonable control of the Bank without prejudice to Clause 10.2(a).
- 9.8. Notwithstanding any other provisions of this Agreement, neither the Bank nor any other information or service provider shall in any circumstances be liable for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

10. Liabilities of the Customer

- 10.1. Without prejudice to Clause 3.8 and unless Clause 10.2 applies, the Customer shall be fully responsible and liable for all consequences arising from and in

connection with the access to and use of the Internet Banking Services (including but not limited to any Transactions) and/or the Website and/or access to any Content by any person, whether or not authorised by the Customer.

10.2. Subject to Clause 3.9, 3.10 and without prejudice to the generality of other provisions of this Agreement if in the reasonable opinion of the Bank, there is no negligence, breach, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorised Transactions conducted through the use of the Internet Banking Services as a result of:

- a. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 3.1.
- b. a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.
- c. a human or system error of the Bank.

10.3. Without prejudice to any other provision of this Agreement and unless Clause 10.2 applies or due to the gross negligence or willful default of the Bank, the Customer shall fully indemnify and keep indemnified the Bank and its subsidiaries affiliates officers employees and agents against all liabilities claims demand losses damages costs, charges and expenses of any kind (including without limitation legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against the Bank in connection with the provision of the Internet Banking Services and/or the Website and/or access to the Content and/or the exercise or preservation of the Bank's powers and rights under this Agreement.

11. Termination

11.1. Subject to Clause 11.2 this Agreement shall become effective on the date hereof and shall continue in force until terminated by the Customer by giving not less than 3 business days written notice to the Bank or such other longer period as the Bank may reasonably require.

11.2. Notwithstanding Clause 11.1 the Bank may at any time and without notice and/or reason to the Customer suspend, vary or terminate all or any of the Internet Banking Services and/or their use by the Customer.

11.3. Notwithstanding any provisions in this Agreement the termination of this

Agreement pursuant to this Clause 11 shall not affect any antecedent liabilities of the parties hereunder or any Instructions given prior to such termination. Specifically this Clause 11.3 and Clauses 8, 9, 10, 13 and 16 shall survive termination of this Agreement.

12. Delegation of Internet Banking Services

12.1. The Bank may, in its absolute discretion and on such terms and conditions as it may consider appropriate, delegate any services in relation to the operation of the Internet Banking Services to the Bank's agents or any third parties which the Bank may select from time to time.

13. Severability

13.1. In the event that any of the provisions of this Agreement shall for any reason be held to be illegal or invalid or unenforceable under the Applicable Law, the remaining provisions shall remain valid and enforceable in accordance with their respective terms.

14. Variation and Supplements

14.1. The provisions of this Agreement may be unilaterally amended by the Bank from time to time with reasonable prior notice to the Customer. Such amendments will be sent to the Customer by post and/or posted on the Website or otherwise and shall become effective at such effective date and time as stipulated by the Bank and shall be binding on the Customer if the Customer continues to maintain the Accounts to which the Internet Banking Services are made available or use the Internet Banking Services after the effective date of such amendments. Each access to and use of the Website and/or the Internet Banking Services shall be subject to the provisions of this Agreement then in force.

14.2. The provisions of this Agreement are in addition to those of the General Conditions and the General Conditions shall continue to apply in respect of the dealings and operations of the Accounts provided that in the event of any inconsistencies between the two provisions of this Agreement shall prevail over those of the General Conditions for the purposes of the Internet Banking Services save as expressly provided to the contrary in this Agreement.

14.3. Any use of the Internet Banking Services or the maintenance of the Accounts to which the Internet Banking Services are available shall be deemed the Customer's acceptance of the Agreement as prevailing from time to time.

15. General Terms

15.1. For the purposes of the Internet Banking Services each notice and communication sent by post to the last known address of the Customer on the Banks Record shall be deemed to have been duly delivered to the Customer 2 business days (in the case of local address) or 7 business days (in the case of overseas address) after it has been posted and if sent by electronic mail or facsimile to the designated electronic mailing address or facsimile number of the Customer respectively, upon it being sent unless it is otherwise shown to the contrary by the Banks internal Records. In proving delivery of posted notices and communications it shall be sufficient to prove that the notice and/or communication was properly addressed and mailed with postage prepaid. For the avoidance of doubt any notice given by the Bank to the Customer shall be deemed to have been duly delivered by the posting of such notice on the Website.

15.2. For the purposes of the Internet Banking Services, any communication made by the Customer to the Bank shall either be:

- a. delivered by hand or sent by post to: the branch(es) or such other address(es) as designated by the Bank from time to time and in the latter case such communication shall be deemed to have been duly delivered to the Bank 2 business days (in case of mail sent locally) or 7 business days (in case of mail sent from overseas) after it has been posted.
- b. sent by facsimile to: such facsimile number(s) or electronic mail address(es) as designated by the Bank From time to time in which case such communication shall be deemed to have been delivered to the Bank upon it having been sent provided that, it required by the Bank, a facsimile transmission report showing such successful transmission shall be made available to the Bank.

15.3. The Customer acknowledges and agrees that this Agreement and/or any other agreements pertaining to the Internet Banking Services made with the Bank may be amended and/or updated unilaterally by the Bank from time to time with reasonable prior notice to the Customer. For the avoidance of doubt the Customers continued use of the Internet Banking Services or maintenance of the Accounts to which the Internet Banking Services are made available after such amendments and/or updates becoming effective shall constitute the Customer's acceptance to them. The Customer further acknowledges and agrees that it is his sole responsibility to be conversant with such amended

and/or updated versions for the own interest and protection of the Customer.

15.4. Where this Agreement is entered into by a body corporate the authorised signatories who signed the Internet Banking Services Application Form on behalf of the body corporate agree to assume all liabilities and obligations of such body corporate under this Agreement on a joint and several basis and all Transactions effected by the Bank pursuant to the Instructions shall be binding on the body corporate and such authorised signatories in all aspects. The body corporate and such authorised signatories hereby jointly and severally represent and warrant that:

- a. such body corporate is a corporation duly incorporated and is validly existing under the laws of the country of its incorporation.
- b. this Agreement has been validly authorised by the appropriate corporate action of the body corporate and when executed and delivered shall constitute valid and binding obligations of the body corporate in accordance with the terms herein.
- c. all consents and approvals required by the body corporate to enter into this Agreement have been obtained.
- d. the certified true copies of the body corporate certificate of incorporation or registration, charter, statute or memorandum and articles or other instruments constituting or defining its constitution and the board resolutions of the body corporate delivered to the Bank are true and accurate and still in force.
- e. no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of or to wind up the body corporate.

15.5. Where this Agreement is entered into by customers jointly as joint account holders each of the Customer agrees, represents and warrants that:

- a. The liabilities and obligations of each of the Customer shall be joint and several.
- b. Notwithstanding any instructions to the contrary (whether given before or after the date of this Agreement) any one of the Customer shall have full authority to give any Instruction and to receive communication or confirmation from the Bank provided that the Bank may at any time insist that either of Customer to give Instructions as if may see fit and prudent.

15.6. Where this Agreement is entered into by a firm (whether a sole-proprietorship or a partnership) all agreements obligations and liabilities hereunder shall be binding in addition to the authorised signatories who signed the Internet Banking Application Form on behalf of the firm on the person or persons from time to time carrying on business in the name of the firm or under the name in which the business of such firm from time to time be continued.

15.7. References herein to the Customer shall include, if applicable the personal representative and successors of the Customer. Reference herein to the Bank shall include its successors and assigns.

15.8. The Chinese version of this Agreement is for reference only and in the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail over that of the Chinese version.

16. Jurisdiction

16.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Customer hereby agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts for matters relating to this Agreement.

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