



Bank SinoPac (Hong Kong Branch)

Terms and Conditions of Facsimile Instructions Service

Before applying for the Facsimile Instructions Service (the "Service") with Bank SinoPac Hong Kong Branch (the "Bank"), you (the "Customer") should read these terms and conditions ("Terms and Conditions") carefully and consider the possible inherent risks (including but not limited to):

- (a) Contents of the facsimile may be forged (e.g. transaction details or signatures);
- (b) Instructions issued by facsimile channel (via Fax machine / Email) may be transmitted to wrong numbers / email addresses, or may never reach the Bank and may thereby become known to third parties;
- (c) The Bank may in good faith misidentify the Customer's true identity via telephone and may result in Customer's account actively being known by third parties.

1. Acceptance of these Terms and Conditions

- (a) Replace all earlier terms and conditions relating to the Service (if any).
- (b) These Terms and Conditions set out the rights and obligations of the Customer, and the Bank, in connection with the use of the Service. All the terms and conditions of this agreement are legally binding.
- (c) The Customer understands and agrees with these Terms and Conditions and hereby applies for the Service with the Bank and authorizes the Bank to accept instruction submitted by facsimile/email channel as well as account enquiry / transaction confirmation via telephone.
- (d) The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice where the Bank considers necessary or advisable to do so.

2. Description of the Service

- (a) The Service shall cover present and future bank accounts of the Customer with the Bank for all types of transactions, including but not limited to Current/ Savings/ Fixed Deposit, Remittance, Bills Loans, Investment, Treasury and Derivatives transactions and other transactions as agreed by the Bank from time to time.
- (b) The Customer hereby applies and authorizes the Bank (but the Bank reserves the right that it is under no obligation to comply with the same) to accept the Customer's (including authorized person of the Customer (the "Authorized Person")) instructions, made from time to time and made by facsimile channel (via Fax machine / Email) (the "Fax Instructions"). Customer's e-mail address which encloses the Fax Instructions shall be identical to the email address previously registered with the Bank.

3. Accuracy of Information

The Customer should ensure that all information (including but not limited to mobile phone number, email address and contact persons) provided to the Bank is true, current, complete and accurate and agree to update such information as necessary. Any failure to provide the Bank with or update any required information may result in the Bank being unable to provide the Service and your inability to perform any transactions which require authentication through the Service.

4. Authentication

- (a) The Fax Instructions must include a matching signature (or signatures) of the Customer (or the Authorized Person) which is identical to the Bank's record at the time of Facsimile (via Fax machine / Email channel).
- (b) The Customer hereby understands and agrees that the Fax Instructions must be authenticated by One-Time-Password ("OTP") authentication mechanism generated by:
Short message service ("SMS") transmitted to the registered mobile number(s).
- (c) Upon receiving the Fax Instructions from the Customer, the Bank shall contact the "Authorized Contact Person for Facsimile Instruction and Account Enquiry by Phone" as stipulated in the Service Application Form (the "Contact Person") via telephone for verification (the bank has the right but does not owe any obligation to the verification to part or whole of the Fax Instructions), and verify OTP as produced by the SMS. If in any event, the Bank is unable to contact the Contact Person after two attempts, the Bank reserves the right to reject or proceed with the

Fax Instructions without verification. As such, any damages or responsibilities resulting from the Customer or third party shall be borne by the Customer.

- (d) Without further investigation, when the Bank contacts the Contact Person via telephone and confirms the OTP, the Bank reserves the right to presume and confirm that Fax Instructions are made with the authorization of the Customer, and in such circumstance such presumptions is binding on the Customer. The Customer agrees that upon the Bank receiving the valid OTP along with the Fax Instructions (notwithstanding the fact that the Fax Instructions were or were not sent by the Customer, or whether the OTP was confirmed by a third party without the Customer's consent) and proceeds with the said Instructions, the Bank shall not be liable for any responsibilities, losses or damages whatsoever.
- (e) Upon (the Bank) contacting the Contact Person via telephone and that the OTP was confirmed, the Customer agrees that the Bank has no obligation or responsibility to verify the identity of the personnel which issued the Fax Instructions.
- (f) Delivery of OTP via SMS may be subject to delayed transmission due to the traffic over the network of your mobile service provider. The Bank shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.

5. Customer's Security Duties

The Customer should accept full responsibility for the security in using the Service and the OTP and agrees to act prudently and in good faith when using the Service, including by taking the measures listed below to safeguard the security of the Service and the OTP:

- (i) You should not disclose to any other person (except notify its own officer for transaction purpose) or otherwise permit or enable any other person to obtain the OTP;
- (ii) If there is any actual or suspected misuse of the OTP and/or the device used for receiving OTP, you should notify the Bank as soon as reasonably practicable, and written confirmation of any such notification must also be provided to the Bank together with detailed information of the misuse.
- (iii) You should follow the Bank's security recommendations and any other notices relating to the Service which may be issued from time to time.
- (iv) You should take all reasonable measures to ensure that any details of the OTP are not revealed to other third parties.

6. Customer's Liabilities and Obligations

- (a) The Customer agrees to immediately notify the Bank of any loss or theft of or change to mobile phone, which registered for the Service. For security reason, the Service is suspended upon receiving such notification. The Customer is required to re-submit application applying the Service with associated mobile phone number(s).
- (b) The Customer shall bear all risks and damages in the event of any erroneous or unauthorized use of the OTP; in any event, the Customer shall further bear all risks and damages in connection with any use of it, save and except in the circumstance that such damages are due to the willful misconduct or fraud or negligence on the Bank's part.
- (c) The Customer may apply for a shared use of OTP with other customers of the Bank; however, the Bank shall not be responsible for any disputes arising out of such shared use. In the event of such shared use of OTP, any one Customer may in the form of a written application, apply to amend or terminate its own use of the Mobile Phone Number. The Customer shall have no objections to any transactions executed in accordance with the original agreement prior to the written confirmation from the Bank with regard to the acceptance of the Customer's application to amend or terminate the shared use of the OTP.
- (d) In the event of shared use of OTP, the Service of affiliate account(s) would be suspended once its primary account is closed/cancelled. The Customer of affiliate account(s) must apply for the Service again if necessary.
- (e) If in any event the Customer issues a written confirmation (including but not limited to by facsimile, email or post) to confirm a previous Fax Instructions, such written confirmation should be clearly marked with "FOR CONFIRMATION PURPOSE ONLY – PLEASE DO NOT



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EXECUTE REPEATEDLY". The Customer understands that the Bank does not require any further written confirmation in order to execute the Fax Instructions and in the event that the contents of the written confirmation, in the reasonable opinion of the Bank, differs from the previous Fax Instructions or without remarks, the Customer shall be held liable for any loss or legal responsibility resulting in any particular terms or terms.

- (f) The Customer shall bear all risks arising out of or in connection with the Fax Instructions. The Bank shall thereby be discharged of any such liability save and except in the circumstance of the Bank's willful misconduct or fraud or negligence. The Bank shall not bear the risks of any transmission error arising out of misidentification of the Customer (or the Authorized Person), misconception or any reasonable error.

7. Disclaimer of Warranties and Limitation of the Bank's Liability

- (a) If in any event the Bank reasonably believes and acts upon any Fax Instructions provided by a third party on Customer's behalf and suffers any loss as a consequence, the Customer agrees to prevent the Bank from suffering any loss and shall ensure the Bank receives its just compensation. The Customer also agrees to perform and ratify any contact created or actions taken as a result of such behalf. The Customer shall, as per request, reimburse the Bank of the aforesaid losses.
- (b) The Bank reserves the right (but does not assume such obligation) to, by discretion, refuse any Fax Instructions, despite any staff of the Bank confirming the receipt or acceptance of the Fax Instructions.
- (c) Regardless of any terms in this Terms and Conditions, the Bank resumes no obligation to pay or deliver the Customer's money or property to any third party (save and expect in the case that the receiver is a subsidiary or an associate company of the Customer), save and except in the circumstances where the Bank has received reasonable consideration to such instruction.
- (d) In the event the Bank issues a confirmation to the transaction as conducted according to the Fax Instructions, the Customer shall peruse and inspect the confirmation within specific period according to the terms and conditions relating to and applied for such transaction, and notify the Bank of reasons (including identity fraud of the Customer or third parties, forged signatories, fraud, lack of authorization or negligence) which caused any error, discrepancy, or unauthorized transaction (the "Unauthorized Transaction(s)"). Thereafter the aforesaid period, the Bank shall (in the absence of manifest error) presume that the Customer has authorized the transaction. Such transaction shall be deemed accurate and binding on the Customer and in any event such confirmation shall be utilized as conclusive evidence.
- (e) Any claims directed to the Bank shall be deemed invalid save and except in the circumstance that (1) the Unauthorized Transaction(s) was made by a third party, but the Bank failed to use reasonable methods to ascertain the validity of such transaction or; (2) the otherwise Unauthorized Transaction was made due to the counterfeiting, fraud, intention or negligence of the Bank's staff, agent, or employee.
- (f) Fax Instructions issued according to the Terms and Conditions and any other related documents shall be subject to the Bank's from time to time prescription of each transaction payment(s), daily trading limit(s) and daily transaction quota restriction(s).
- (g) Upon receiving the Contact Person's telephone inquiry, the Bank shall confirm and thus query in part or in whole with regard to the information about the Contact Person as specified in the Service Application Form. The Bank shall upon executing reasonable confirmation procedure, reserve the right to decide to provide or decide to reject to provide the Customer's account information and in the circumstance that if the Customer or a third party suffers any damages as a result, the Customer shall bear all such liabilities
- (h) The Bank shall not be liable to the Customer and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of the Service, whether within or outside the Bank's control.

8. Suspension and Termination

- (a) The Bank reserves the right to suspend or terminate the Service or its use temporarily or permanently at any time, without prior notice, for any reason where the Bank considers necessary or advisable to do so, including but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information you provided is untrue, not current, incomplete or inaccurate.
- (b) The Terms and Conditions shall still remain valid unless the Bank confirms receipt of the Customer's written application to suspend, amend or terminate the Services. Save and unless the Bank confirms receipt of the Customer's written application to suspend, amend or terminate the Service, otherwise the aforesaid application shall not waive any liabilities of the Customer whatsoever in connection with the Service performed prior to such application in accordance with the Terms and Conditions.

9. General

- (a) The Bank reserves the right to change any terms and conditions contained herein and/or the fees and charges from time to time provided that the Bank shall give the Customer not less than 30 days' notice prior to any change of such terms and conditions which affects fees and charges and the liabilities or obligations when it takes effect, unless such changes are beyond the Bank's control. Once Customer has received notice in this regard, the Bank will treat the Customer's subsequent use of the Service being an acceptance of the change.
- (b) In any event a conflict arises from the terms found herein and other terms and conditions of the Bank's banking services and products, the terms contained herein shall prevail.

10. Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. The Customer irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

11. Governing Version

The Chinese version of these terms and conditions is for reference only. If there is any conflict between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.