



Terms and Conditions regarding the use of the Soft Token

By activating the Soft Token or using the Soft Token, you accept and agree to these Terms and Conditions. If you do not accept these Terms and Conditions, please do not activate or access or use the Soft Token.

1. Definitions and Interpretation

1.1. These terms and conditions and any terms and conditions as supplemented, amended and/or replaced by the Bank (as defined below) from time to time ("Terms and Conditions") apply to and regulate your use of the Soft Token provided by OCBC Bank (Hong Kong) Limited ("the Bank").

1.2. In these Terms and Conditions, the following words shall have the following meanings:

"App" means the OCBC Bank Personal Mobile Banking Application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by the Bank, through which you can access the OCBC Bank personal Mobile Banking services;

"Soft Token" means a feature within the App which you may use to confirm designated personal Mobile Banking transactions, as the Bank may provide from time to time pursuant to these Terms and Conditions;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"Permitted Mobile Device" means such Apple device and compatible Android device running an operating system version as the Bank may specify from time to time, or any other electronic devices or equipment which the Bank may designate for using the Soft Token from time to time.

2. Soft Token is provided as part of the OCBC Bank personal Mobile Banking services, and accordingly:

2.1. These Terms and Conditions are in addition to and shall be read in conjunction with the Bank's Terms & Conditions For All Accounts And Related Services. Please refer to [\[https://www.ocbc.com.hk/webpages/en-us/doc/download_form/pdf/FF55.pdf\]](https://www.ocbc.com.hk/webpages/en-us/doc/download_form/pdf/FF55.pdf);

2.2. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Bank's Terms & Conditions For All Accounts And Related Services, the provisions of these Terms and Conditions shall prevail; and

2.3. Terms used in these Terms and Conditions shall have the same meanings as defined in the Bank's Terms & Conditions For All Accounts And Related Services unless otherwise defined in these Terms and Conditions or the context requires otherwise.

3. You can use Soft Token as a two-factor security authentication for the Bank to verify and confirm your identity when performing designated personal Mobile Banking transactions which require the PIN of the Soft Token.



4. By activating the Soft Token, you agree that the Bank may treat and consider as valid and binding on you any instruction given, or agreement made with the Bank, which is authenticated through the Soft Token without making any further inquiry by the Bank for the genuineness and accuracy of the authority or identity of the person who is making or purporting to give such instructions. You acknowledge that the Bank may still require you to authenticate a transaction by any other form of authentication even though you have authenticated via the use of the Soft Token.
5. If you have applied for the Bank's physical Security Device, you should keep it safe. After you have activated the Soft Token successfully, you are still required to use the physical Security Device to authenticate personal Internet Banking transactions.
6. You can only set up the Soft Token on one Permitted Mobile Device at a time.
7. You acknowledge and agree that in order to use the Soft Token:
 - 7.1. You must be a valid user of the OCBC Bank personal Mobile Banking services;
 - 7.2. You must install the App using your Permitted Mobile Device;
 - 7.3. You must have registered your mobile number and email address in the Bank.
 - 7.4. By undergoing the activation of the Soft Token, you are required to have two-factor authentication via SMS and email, and set up a PIN for your Soft Token as a security code to confirm your identity to effect designated transactions under personal Mobile Banking services;
 - 7.5. The Soft Token will be effective 12 hours after your activation of the same via Mobile Banking. If you reset the PIN of the Soft Token, the Soft Token will be effective 12 hours thereafter;
 - 7.6. You shall not use the App on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations (e.g. devices that have been "jail-broken" or "rooted"). A jail broken or rooted device means one that has been freed from the limitations imposed on it by the mobile service provider and/or the phone manufacturer without their approval. The use of the App or Soft Token in a jail broken or rooted device is entirely at your own risk and the Bank will not be liable for any costs, expenses, damages, liabilities, interests, losses or any other consequences suffered or incurred by you as a result.
8. If the PIN of your Soft Token of the Permitted Mobile Device has been compromised, you are required to immediately change the PIN of the Soft Token or cease the use of the Soft Token.
9. You can deactivate the Soft Token any time through the Bank's personal Mobile Banking services.
10. You must use all reasonable care to keep your Permitted Mobile Device and the PIN of your Soft Token secured and prevent loss or fraudulent use of the same. You need to



notify the Bank promptly if you find or reasonably believe that your Permitted Mobile Device has been lost or stolen or that any unauthorized transactions have occurred.

11. You will be liable for all losses and related cost if you have acted fraudulently or negligently, or allowed any third party to use your Permitted Mobile Device, or failed to comply with your obligations under the Terms and Conditions, the Bank's Terms & Conditions for All Accounts And Related Services and any other applicable terms and conditions as provided by the Bank from time to time.
12. You shall indemnify and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a full indemnity basis) (save and except for those loss or damages caused solely and directly by negligence or willful default on the part of the Bank) incurred or sustained by the Bank arising from or in connection with (i) the provision by the Bank of the Soft Token; (ii) breach of any of the Terms and Conditions by you; and (iii) your use of the Soft Token.
13. The Bank has the sole and absolute right to specify, vary or supplement from time to time the scope and features of Soft Token without prior notice.
14. All instructions received by the Bank which are confirmed by the use of the Soft Token shall be conclusive and binding on you. You are liable for all such instructions and all resulting transactions in accordance with the provisions of the Bank's Terms & Conditions For All Accounts And Related Services whether such instructions are given or authorized by you.
15. The Bank has the right to modify, suspend or terminate the provision of the Soft Token or your use of the Soft Token at any time without giving prior notice or reason where the Bank shall, in its absolute discretion, deem fit; and the Bank shall not be liable to you for all loss or damage that may be suffered by you.
16. The Bank reserves the right to amend, supplement, delete or replace at any time these Terms and Conditions, with or without giving prior notice in writing to you; and if the Bank, in its absolute discretion, decides to give such notice, such notice may be made in such manner and by such means of communication as the Bank shall deem fit. You acknowledge and agree that you shall observe and comply with any such amendment, supplement, deletion or replacement when using the Soft Token. Your continued use of the Soft Token shall constitute your acceptance of any such amendment, supplement, deletion or replacement.
17. Liabilities of the Bank
 - 17.1. The Bank does not represent or warrant that the Soft Token will be accessible at all times, or function with any electronic equipment, software, infrastructure or other personal Mobile Banking services that the Bank may offer from time to time;
 - 17.2. The Bank is not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use Soft Token except any direct loss or damages caused solely by negligence or willful default on the part of the Bank; and



17.3. Under no circumstances is the Bank liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages, including without limitation loss of profits, loss due to business interruption or loss of any programme or data in your Permitted Mobile Device.

18. Law and Jurisdiction

18.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

18.2. You submit to the non-exclusive jurisdiction of the Hong Kong courts.

19. Miscellaneous

19.1. Each provision of these Terms and Conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

19.2. The Bank may assign or transfer all or any of its rights and obligations under these Terms and Conditions to any person without your prior consent.

19.3. The English version of these Terms and Conditions shall prevail wherever there is any inconsistency between the English and the Chinese versions.