

# **OCBC Bank (Hong Kong) Limited**

Terms & Conditions for all  
Accounts and Related Services

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The following Terms and Conditions (“these Terms and Conditions”) apply to all accounts opened with OCBC Bank (Hong Kong) Limited (the “Bank”), including without limitation, any savings, current, time deposit, investment or loan accounts each opened with the Bank, and all relationship and all transactions or dealings (whether or not the transaction or dealing in question relates to any account kept or to be kept by the customer or the prospective customer (collectively “the Customer”).

The Customer should read and understand these Terms and Conditions in details prior to using any services or effecting any transactions. The Customer shall be bound by these Terms and Conditions (in addition to any specific terms and conditions applicable to any particular banking service or facility provided by the Bank) upon using any services or effecting any transactions.

If there is inconsistency between these Terms and Conditions and the specific terms and conditions for a particular banking service or facility, the specific terms and conditions will prevail.

## 1. Definitions & Interpretation

1.1 In these Terms & Conditions, unless the context otherwise requires:-

“ATM”	means an automatic teller machine or other automated cash dispenser installed and operated by the Bank, whether inside and/or outside Hong Kong.
“ATM Card”	means the card issued by the Bank for access to the use of the ATMs and/or Other Terminals which may be settled by Hong Kong Dollar, Renminbi or other currency designated by the Bank from time to time.
“Authorized Person”	means the person authorized by the Customer to give instructions (together with specimen and signatures) to the Bank from time to time in such manner as the Bank requires.
“Bank Group Company”	means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of such holding company, or any of their related company (being a company in which an equity interest is held by any of the foregoing), and shall include each such company’s successors and assigns.
“Business Day”	means a day (excluding Saturdays, Sundays and public holidays) on which the Bank is open to the general public for normal business in Hong Kong and, without prejudice to the above, in relation to payments or transactions in any currency, a day (excluding Saturdays, Sundays and public holidays) on which banks and relevant financial markets and institutions are open for business in the relevant jurisdiction and on which the Bank is prepared to trade in that currency.
“Code”	means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as may be amended, varied and replaced from time to time. All the provisions herein that relate to the obligations of the Bank under the Code shall only cover the obligations that are applicable to the Bank in the conduct of its regulated activities (under the Securities and Futures Ordinance). For the avoidance of doubt, the obligations applicable to the Bank under the Code shall not include any Code requirements that the Bank is exempt from under paragraph 15 of the Code.
“Consolidated Statement”	means a consolidated statement of all accounts including the Primary Account and the Sub-Account(s) that are linked under the Integrated Account or OCBC Premier Banking service.
“Corporate Professional Investors”	means the “Corporate Professional Investors” as defined in paragraph 15 of the Code, with regard to whom the Bank has complied with paragraphs 15.3A and 15.3B of the Code and who have given consent for the Bank to be exempt from complying with the requirements set out in paragraphs 15.4 and 15.5 of the Code.
“eBanking Identification Number”	means the identification number supplied by the Bank to the Customer that identifies and enables the Customer to access the eBanking Services.
“eBanking Services”	means services providing by the Bank at its discretion from time to time via Telematic Banking, Internet Banking, Mobile Banking or other electronic access channels.
“Government Authority”	means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC.
“Hong Kong Designated Business Customer”	means a Hong Kong establishment that has had a business relationship with the Bank for more than 3 years, and that engages in (i) commercial retail, (ii) catering, (iii) accommodation, (iv) transportation services, (v) communications services, (vi) medical services, (vii) educational services, or (viii) such other business as determined by the Bank from time to time (including such establishment that has had a business relationship with the Bank for less than 3 years but with concrete evidence to show that it has the actual relevant business background) but excluding (i) money changer, establishment engaging in capital and financial transactions such as property agent and stockbroker, (ii) commercial establishment engaging in gambling business, or (iii) such other business as determined by the Bank from time to time.
“Institutional Professional Investors”	means the “Institutional Professional Investors” as defined in paragraph 15 of the Code.
“Integrated Account or OCBC Premier Banking service”	means the account maintained or the service subscribed by the Customer that links the Primary Account and the Sub- Account(s) and provides a Consolidated Statement on these accounts in accordance with these Terms and Conditions.
“Internet Banking”	means a part of eBanking Services offered by the Bank that enables the Customer to access to a range of banking information and other services, as specified and provided by the Bank from time to time, using Internet.
“IRS”	means the U.S. Internal Revenue Services.

“Mobile Banking”	means a part of eBanking Services offered by the Bank that enables the Customer (who is an individual) to access to a range of banking information and other services, as specified and provided by the Bank from time to time, using mobile network platform.
“Other Terminals”	means any other automatic teller machines, automated cash dispensers, devices or terminals (including but not limited to point of sale terminals) installed and operated by such other banks, firms, companies or entities inside and/or outside Hong Kong from time to time announced by the Bank.
“PIN”	means the Personal Identification Number (issued by the Bank or set by the Customer, as the case may be) for access to any eBanking Services and/or effecting Customer’s instructions in relation to any eBanking Services.
“PRC”	means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).
“Primary Account”	<p>means one or both (where the context permits) of following accounts:</p> <p>a) one single account or one of the Sub-Accounts that is nominated by the Customer for the purpose of debiting service fees and information source under the Integrated Account or OCBC Premier Banking service provided that it must be either a Hong Kong Dollar Savings Account, a Hong Kong Dollar Current Account or a Hong Kong Dollar Statement Account;</p> <p>b) Hong Kong Dollar Savings Account or Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account opened in the name of the Customer and nominated by the Customer in accordance with the Customer’s instructions at the time the Customer applies for the eBanking Services of the Bank.</p> <p>Any references to “account” in these Terms and Conditions include (where the context permits) the Primary Account and the Sub-Account (as defined below).</p>
“Renminbi” or RMB”	means the lawful currency for the time being of the PRC.
“RMB Accounts”	means the RMB savings account and RMB time deposit account opened, operated and maintained by the Customer (whether an individual or a Hong Kong Designated Business Customer) with the Bank.
“RMB Bonds”	means the RMB-denominated marketable bonds issued in Hong Kong by PRC financial institutions in accordance with the relevant laws and having a tenor of one year or more and providing for payment of principal and interest as agreed.
“RMB DBC Accounts”	means the RMB savings account and RMB time deposit account opened, operated and maintained by a Customer (who is a Hong Kong Designated Business Customer) with the Bank.
“RMB Personal Accounts”	means the RMB savings account and RMB time deposit account opened, operated and maintained by a Customer (who is an individual) with the Bank.
“Service Fees”	means a list of fees and charges payable in connection with the banking services currently prescribed by the Bank which is available on request.
“Sub-Account”	means any of the deposit accounts, currency-linked deposit accounts, investment accounts, gold accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts that are linked under the Integrated Account or OCBC Premier Banking service. The account holder of each Sub-Account linking under the Integrated Account or OCBC Premier Banking service must be in identical composition and identity and
“Telematic Banking”	means a part of eBanking Services offered by the Bank that enables the Customer to access a range of banking information and other services, as specified by the Bank from time to time, using telephone.
“U.S.”	means the United States of America.

- 1.2 Reference to the plural shall include the singular and vice versa; words importing a gender shall include every gender; references to a “person” shall include any individual, firm, body, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing; references to “including” or “includes” shall mean including or includes without limitation.
- 1.3 Clause headings shall be ignored in the interpretation of these Terms and Conditions and all the Schedules form integral parts of these Terms and Conditions and the expression “these Terms and Conditions” shall be construed accordingly unless the context requires otherwise.
- 1.4 Should any or part of the provisions herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or part thereof shall not be affected.

## 2. Scope of Services

- 2.1 All Services are subject to these Terms & Conditions and any applicable laws, rules, regulations or orders, guidelines, notices, restrictions, requests or recommendations (whether or not having the force of law) issued by any competent authority, government agency, exchange or body. The Bank may at all times and from time to time at its sole discretion without having to state the grounds for such refusal or without any liability whatsoever refuse to act upon any instructions (or any parts thereof) from the Customer as the Bank thinks appropriate. The Bank reserves the rights to prescribe any conditions subject to which it provides any Services or accepts any instructions or refuses to provide any Services or to act upon any instructions to ensure its compliance with any such applicable laws, rules, regulations, orders, guidelines, notices, restrictions, requests or recommendations.
- 2.2 The Customer may request the Services by giving instruction to the Bank provided that the Bank shall be entitled to specify, from time to time, such Services which may be made available to the Customer by whatever means or channels the Bank may consider appropriate. For the avoidance of doubt, where these Terms and Conditions require the instruction of the Customer to be given, the Bank is authorized to act on the instruction of the Authorized Person as if the instruction were given by the Customer personally. The Customer confirms that the Bank is under no obligation to ascertain or to inquire into the purpose for which the service is used and the transaction is effected.

- 2.3 If the Bank solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this Clause 2.3. For the purposes of this Clause 2.3, the term "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance and "leveraged foreign exchange contracts" is only applicable to those traded by persons licensed for Type 3 regulated activity. For any Customer who is an Institutional Professional Investor or a Corporate Professional Investor, the Customer agrees that the aforesaid obligations of the Bank (including the non-derogation obligations) under this Clause 2.3 are not applicable thereto, and in respect of any instruction, transaction or investment in financial products of any kind of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment under this Clause 2.3. This Clause 2.3 shall take effect on 9 June 2017, and only apply to any solicitation and/or recommendation of any financial products the Bank makes to the Customer on or after 9 June 2017.
- 2.4 **(This Clause 2.4 shall only be applicable if the Customer is an Institutional Professional Investor or a Corporate Professional Investor)** The Customer agrees that he is not relying on any communication (whether written or oral) of the Bank or any of its affiliates as an investment advice or as a recommendation to make his investments through the Bank (unless otherwise agreed by the Bank in writing) and understand that any information or explanation provided by the Bank shall not (unless otherwise agreed by the Bank in writing) be considered its investment advice or recommendation. In respect of any instruction, transaction or investment in investment products of any kind (including financial product as mentioned in Clause 2.3 above) of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment.
- 2.5 When the Bank conducts any suitability assessment on any investment products (including financial product as mentioned in Clause 2.3 above) for the Customer, such assessment of the Customer shall be based solely on the information provided by the Customer to the Bank. The Bank shall not be obliged to take into consideration any information about the Customer that the Bank is not actually aware of. The Bank shall also not be responsible or liable for any losses that arise as a result of any false, inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by the Customer or misrepresentations of the Customer.
- 2.6 In respect of any investment transaction with or on behalf of the Customer by the Bank, the Bank is not acting as the Customer's investment or financial adviser nor act in a fiduciary capacity to the Customer. The Customer should seek its own professional advice, as it considers appropriate. The Bank is not obliged to (i) monitor the performance of the Customer's investments held with the Bank nor (ii) provide any investment advice to the Customer nor (iii) ensure the investment product which has been solicited or recommended by the Bank remains suitable for the Customer on an on-going basis. If the circumstances relating to the Customer, the investment product, the issuer thereof, or the general market conditions change, the investment product may no longer be suitable to the Customer. Some of the information and documents provided by the Bank are for general circulation to its clients and are not meant to target specifically to the Customer, and unless specifically indicated otherwise the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Customer, and should not be relied upon as such.

### 3. Common Terms & Conditions

#### 3.1 Statement of Account

A statement of account for current account or statement account or other accounts specified by the Bank or a Consolidated Statement for Integrated Account/ OCBC Premier Banking service will be sent or made available to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent or made available to the Customer for an account where no entries have been made in that account for the entire month. If the statement is not received or available to the Customer by the 7th day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Bank has the sole and absolute discretion to provide or make available to the Customer the statement in whatever form and by whatever means. The Customer is required to verify the correctness of the transaction details contained in each statement of account received or available from the Bank and within 90 days after the time when they should have been received or available to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 90 days, the statement of account shall be conclusive evidence without any further proof that the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and, without prejudice to the Bank's right to correct any errors contained therein at any time notwithstanding the aforesaid, the Bank shall be free from all claims in respect of the account save and except in situations where the Customer can prove the statement of account contains (a) unauthorized transactions arising from forgery or fraud and in relation to which the Bank has failed to exercise reasonable care and skill and (b) unauthorized transactions arising from forgery or fraud by default or negligence of the Bank, its agents, officers or employees.

#### 3.2 Communications

- (a) Any notice or instruction from the Customer to the Bank shall be ineffective until actually received by the Bank.
- (b) Any notice, communication or statement to be sent or made available by the Bank to the Customer shall be deemed to have been so given if addressed to the Customer at his last known address, place of business, registered office or e-mail address as recorded by the Bank or in such other electronic means as the Bank considers appropriate.
- (c) Any notice, communication, confirmation or statement delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice, communication, confirmation or statement dispatched by the Bank by letter postage pre-paid shall be deemed to have been received by the Customer 2 days after posting. Any notice, communication, confirmation or statement sent by the Bank by e-mail, facsimile or otherwise via the Internet or other electronic means shall be deemed to have been received by the Customer at the time of dispatch.

#### 3.3 Exclusion of Liability

Unless due to the negligence or wilful default of the Bank, its agents, officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:-

- (a) access to the Services by the Customer or any other person whether or not authorized;
- (b) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of instructions or other information howsoever caused;
- (c) leakage of instruction or information relating to the Customer by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Bank's agents or any other third party;
- (d) the Bank's inability to execute any instruction due to prevailing market conditions and the manner and timing of execution of an instruction; and/or
- (e) any mechanical failure, power failure, mal-function, breakdown, interruption or inadequacy of equipment or installation in connection with the Services, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the reasonable control of the Bank.

### 3.4 Set-off and Lien

- (a) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under these Terms and Conditions or any other agreement between the Customer and the Bank, the Bank shall have a lien on all the Customer's property which may now or hereafter be in the Bank's possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of such of the Customer's obligations and liabilities to the Bank as the Bank in its absolute discretion decides (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Customer or of any other person with the Bank or any other company related to or associated with the Bank to which the Customer may be beneficially entitled and (ii) any other sum due or owing by the Bank to the Customer in whatever currency(ies) and (iii) any credit balance on any account opened by the Bank in its name on behalf of the Customer with any other financial institutions in Hong Kong or elsewhere, against or on account of the Customer's obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Customer's liabilities are contingent or future, the Bank's liability to make payment of any sum or sums standing to the credit of any of the Customer's accounts to the Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.
- (b) In case of a joint account, the Bank may exercise the right in this Clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
- (c) The Bank is hereby authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Customer and shall form part of the Bank's right of set-off under this Clause.
- (d) The Bank may exercise its rights hereunder notwithstanding that cheques or other payment orders may previously have been drawn or given by the Customer on any of the said accounts but not paid or effected by the Bank at the time of such exercise, and the Bank shall not be liable for any loss or damage occasioned thereby, including any loss or damage occasioned by the dishonour of any cheques or other payment orders resulting from insufficient funds in any of the said accounts because of the Bank having exercised its right of set-off for any debts and liabilities.
- (e) The Customer agrees and acknowledges that the Customer's obligations and liabilities to the Bank against which the Bank is entitled to retain, set-off, appropriate and apply pursuant to this Clause shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable.

### 3.5 Joint/Partnership Account

- (a) Where the account constitutes two or more persons (such as a joint account or a partnership account):
  - (i) References in these Terms and Conditions to the Customer shall be construed, unless the context requires otherwise, as references to each of the persons constituting the Customer;
  - (ii) Each of such persons shall be bound by these Terms and Conditions and their liabilities under these Terms and Conditions shall be joint and several;
  - (iii) Unless the mandate applicable to any account opened by the Customer expressly provides to the contrary, the Bank shall be entitled (but not obliged) to act on any instruction(s) (including any instruction to revoke the mandate of the account or to countermand any prior instruction or cheque) given only by or otherwise deal separately with any one of such persons, without having to obtain confirmation from any other of such persons regarding such instruction(s) or dealing, notwithstanding that this may cause any account(s) of the Customer to be overdrawn or any overdraft thereon to be increased. Without limiting the generality of the foregoing, the Bank shall be entitled:
    - (1) to debit the account any cheques, bills of exchange, promissory notes or orders for payment drawn, accepted, or made by any one of such persons;
    - (2) to make to the Customer advances, with or without security, on the request of any one of such persons by way of overdraft, loan or otherwise;
    - (3) to accept by way of pledge or deposit as security or for safe custody anything belonging to the Customer, and to deliver up anything so accepted or held by the Bank on account of the Customer, on the instruction of any one persons;
    - (4) to discount bills and promissory notes on the request of any one of such persons; and
    - (5) to open any new account(s) in the name of the Customer or in the joint names of the persons constituting the Customer on the request of any one of such persons,

and any action by the Bank pursuant to the foregoing shall be considered to be taken at the request or instructions of the Customer and shall bind the Customer. In addition, any certification by any one of such persons of the correctness of any confirmation of transaction(s) or bank statement(s) relating to the account shall bind all such persons. The Bank may (but is not obliged to) accept for deposit into the account any cheques, cashier's order, any other payment orders or any payments payable to any one or more of such persons;

- (iv) The Bank shall be entitled (but not obliged) to give and/or disclose to each one of such persons any document(s) (including, without limitation, cheque books, bank statements, advices and all correspondences) or matter relating to these Terms and Conditions or any account of the Customer, and notification by the Bank of any matter to any one of such persons shall be deemed to be notification to each of the other persons constituting the Customer; and
  - (v) Without affecting the Bank's rights and remedies against any such persons, the Bank may settle or vary the liability of or grant time or other indulgence to any of them.
- (b) In case of the Customer being a partnership:
- (i) Any authority for operation of any account of the Customer shall remain in force and shall apply notwithstanding any change in name, composition or constitution of the Customer (whether or not arising from the death, bankruptcy, retirement of any of the persons comprising the Customer, or arising from any other causes or events whatsoever); and
  - (ii) All such agreements, obligations and liabilities on the part of the Customer shall be binding on the persons from time to time comprising the Customer (including, without limitation, the persons from time to time carrying on business in the name of such partnership or under the name in which the business of such partnership may from time to time be continued).
- (c) (i) If an account is opened in the name of more than one person, it shall be a joint account and each such person is a joint account holder.
- (ii) If one of the joint account holders should die, the account shall belong to the survivor absolutely, however, without prejudice to the Bank's rights under Clause 3.15. If after the death of one account holder there remains more than one survivor, the account shall remain a joint account until the preceding sentence applies.
- (iii) On the death of one of the joint account holders, subject to any claim, right, lien, charge, pledge, set-off or whatever right the Bank may have and subject to Clause 3.15(a), the survivor of the joint account holder authorizes the Bank to pay or deliver to, or to the order of, the survivor of the joint account holder any moneys now or hereafter standing to the credit of the joint account together with anything held by the Bank for safe keeping or for collection or for any purpose relating to the joint account.

### 3.6 Amendments

It is hereby expressly agreed that the Bank may from time to time and at such time in its absolute discretion without the consent of the Customer or any third party, replace, revise, increase, add, amend and/or delete any or all of these Terms and Conditions for the time being in force and such replacement, revision, increase, addition, amendment and/or deletion shall be effective subject to the Bank's notice thereof (for a period of 30 days for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the Customer or for such reasonable period as the Bank may prescribe in the case of any other variations) may be given by display in the lobby of the Bank, advertisement, mailing to Customer at his last address or place of business or registered office recorded with the Bank, posting on the website of the Bank or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain account with the Bank after the effective date thereof.

### 3.7 Change of Authorized Signatory or Signature Specimen

For any change of authorized signatory or specimen signature of an account, documents provided by the Bank to be completed by the Customer or a resolution of Board of Directors certified by the chairman and either the secretary or one other director of the Company should be submitted to the Bank as soon as possible without delay. New specimen signature cards indicating the date from which the new signature will become effective should also be submitted. No new signature shall be used without the consent of the Bank. The Bank reserves the right to require production of such further documents and information as it may consider necessary or appropriate, and is entitled not to effect any change until all required documents and information shall have been submitted to and accepted as satisfactory by the Bank. Until the Bank shall have effected the change in its record, the Customer agrees that the Bank may continue (but shall not be obliged) to accept and act on instructions given or signed by existing authorized signatory or specimen signature and shall not be liable therefor.

### 3.8 Loss of Chop or Seal

**If a chop or seal is being used as signature by the Customer, the Customer shall bear the risks of his chop/seal being used by unauthorized persons or for unauthorized purposes. Unless due to negligence or wilful default of the Bank or its agents, officers or employees, the Bank will not be liable for any loss or damage resulting from or in connection with the chop or seal of the Customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of a seal or chop used for operating an account, the Customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.**

### 3.9 Service Charges

**The Bank reserves the right and may exercise such right, at its discretion, to impose service fees and/or other charges stated in the Service Fees in respect of maintaining accounts/services and any account which, in the opinion of the Bank, is inactive or constantly carries a small balance. The whole available balance will be debited if the Primary Account balance is insufficient for any service fees on Integrated Account or OCBC Premier Banking service. The remaining unpaid service fees will be accumulated and debited to the Primary Account again on the next charging date until full settlement. The Bank also reserves the right to recover the unpaid service fees out of any Sub-Account other than the Primary Account.**

### 3.10 Document Retention

The Bank may at its discretion destroy any instruction of the Customer or other document relating to the account after microfilming/imaging the same or if it is no longer necessary for the fulfillment of the purpose for which it is used."

### 3.11 Business Hours

The business hours of the Bank may be extended, changed or otherwise revised by the Bank in accordance with its business requirements. A poster or notice posted in the lobby of the Bank where the account is open or operated shall constitute written notice to the Customer of such change. All business transacted and cheques paid for and on behalf of the Customer within the extended or revised business hours of the Bank shall be treated as if the same were transacted or paid during the normal business hours.

### 3.12 Collection of Amounts Due

The Bank shall be entitled to employ outside debt collecting agency and/or institution to collect any or all sums due but unpaid by the Customer for so doing, **the Customer shall be obliged to pay the Bank all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such outside debt collection agency or its nominated agent and all legal fees and disbursements reasonably incurred by the Bank in recovery thereof, if any.**

### 3.13 Instructions

- (a) Subject to the Bank receiving such further documents as the Bank in its absolute discretion may require, the Bank shall be entitled (but not obliged) to act on all instructions (whether given by telephone, e-mail, telex, facsimile transmission, letter or otherwise) which the Bank reasonably believes is given by or on behalf of the Customer (whether such instruction is in fact given by or on behalf of the Customer and the Bank shall not be under any duty to verify the identity of the person giving the instruction) in connection with any of the accounts, in particular (but without limitation) with regard to:
  - (aa) the withdrawal, transfer, delivery, disposal or other dealing of or with all or any moneys, securities, valuables, documents or other property of the Customer held by the Bank or its agent from time to time, whether held by way of security, safe custody or otherwise;
  - (bb) the countermanding of any prior instructions, and the Customer agrees to keep the Bank fully indemnified against any claims, liabilities, expenses or losses which the Bank may incur or suffer by reason of acting pursuant to this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officer, employees in the course of employment.

Provided always that the Bank reserves the right to refuse or delay to act upon any oral instruction if, in its opinion, there are reasonable grounds to do so.

- (b) The Bank shall be entitled (but not obliged) to require any oral, telephone, e-mail, telex or facsimile transmission instructions to be confirmed by letter within such period as the Bank may specify, provided that the Customer's failure to so confirm will not prejudice or limit the right of the Bank to act on such oral, telephone, e-mail, telex or facsimile transmission instructions alone. Any written confirmation of any oral, telephone, e-mail, telex or facsimile transmission instructions shall clearly indicate that it is a confirmation of previously given oral, telephone, e-mail, telex or facsimile transmission instructions.
- (c) Any instruction that the Bank reasonably believes, is given by or on behalf of the Customer will be valid and binding on the Customer, whether or not it is in fact authorized. The Bank has no duty or responsibility whatsoever to monitor the acts of an Authorized Person or director(s) of the Customer (whether authorized signatory or not) and need not ensure or verify that an instruction or a transaction is for the Customer's benefit or within the authorities or powers of such person(s) (even if the Bank has actual knowledge of those authorities or powers). The Customer agrees not to hold the Bank responsible for any loss or damage as a result of the Bank following such instruction. Without prejudice to the aforesaid and any of the Bank's other rights, if the Bank believes, in its sole discretion, that any instruction issued by or on behalf of or purporting to be issued by or on behalf of the Customer may not have been authorized by the Customer or, even if issued or authorized by the Customer, may expose the Bank to any claims, suits, losses, expenses, liabilities or damage whether directly or indirectly, the Bank may decline to act on the instruction or may only act on the instruction after the Bank has received such confirmation and/or indemnity as required by the Bank in its absolute discretion. Without limiting the generality of the foregoing, in the event of :-
  - (i) any ambiguity or conflict in the Customer's instructions;
  - (ii) any contradictory instructions from the authorized signatories of the account or directors (whether each of them is an authorized signatory or not); or
  - (iii) the Bank becoming aware of any dispute amongst Customer, authorized signatories and/or director(s);

the Bank may in its absolute discretion decline to act on the instructions until and unless the ambiguity or conflict or contradiction or dispute is resolved to the Bank's satisfaction or may act only on the consistent instructions of all authorized signatories of the account (whether the account requires only single or joint signatories) or all directors or upon receipt of the above mentioned confirmation and/or indemnity. Without prejudice to the generality of Clause 3.14(a), the Bank may also without giving reason and with or without notice to the Customer as the Bank determines, regard any mandate it holds as being suspended and may suspend the operation of all or any accounts of the Customer until such time as the Bank in its absolute discretion considers appropriate and shall not be liable therefor, except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or willful default of the Bank or that of its agents, officers and employees in the course of employment.

- (d) The Bank may without giving a reason and without liability, in its absolute discretion refuse to accept and/or comply with any instruction or request made by any person or entity (including without limitation, an attorney under a power of attorney) acting or purportedly acting on behalf of a customer (whether an existing customer or a past customer) until it receives such further confirmations, documents or information as it may require in its absolute discretion to its satisfaction.
- (e) The Customer agrees that all instructions, transmissions and correspondence relating to these Terms and Conditions or any transaction between the Customer and the Bank (including, without limitation, the transmissions of instructions from the Customer to the Bank, the transmissions of the Customer's orders by the Bank to the place of execution or the transmissions of reports of any executed orders by the Bank to the Customers) are to be sent at the Customer's risk and the Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery, whatever the cause may be, whether because of failure of communication facilities, governmental restrictions, suspensions of trading, war, strike, civil unrest or any other causes.
- (f) Any instruction, once received by the Bank, may not be rescinded or withdrawn without the consent of the Bank.
- (g) The Bank may record any telephone conversation between the Bank and the Customer and/or the Authorised Person in the course of its business.
- (h) All instructions sent to the Bank for processing on a particular Business Day must be received by the Bank before the cut-off time prescribed by the Bank from time to time. The Bank is entitled to prescribe different cut-off times by reference to the nature of transaction, the currency in which the transaction is denominated, the means by which the instructions are sent to the Bank and other factors as the Bank considers appropriate. The Bank reserves the right to revise from time to time any cut-off time for receiving and processing instructions. The Bank has the right to process any instructions received after the applicable cut-off time on the following Business Day which it is possible to process them, taking into account all relevant holidays.



### 3.14 Suspension and Termination of Services

- (a) The Bank may, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, suspend any of its Services or close any account at any time and in any manner as the Bank in its absolute discretion considers appropriate, including without limitation where the Bank in good faith believes that any account (including without limitation, any savings, current, time deposit, investment or loan account) and/or any transaction or dealing transacted through or with the Bank or in connection with any of its Services may be used in connection with any criminal/unlawful activities, or any fraud may directly or indirectly be committed in connection with any such account, transaction or dealing.

Without prejudice to the generality of the foregoing, the Bank shall also be entitled to exercise its rights under the foregoing if, in its absolute discretion, (i) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions; (ii) the Customer is in breach of any representations or warranties under these Terms and Conditions; (iii) the maintenance or operation of any account or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly; or (iv) a third party is claiming any interest or right (whether substantiated or not) over any account or any part thereof arising from or in connection with any allegation against the Customer of a breach of duty (including fiduciary or other duty).

- (b) Without prejudice to the generality of Clause 3.14(a), if in the Bank's opinion (i) the Account has not been satisfactorily operated or maintained by the Customer; or (ii) the Customer has committed any breach of or omitted to observe any obligation under these Terms and Conditions which amounts to a material default on the part of the Customer; or (iii) the Bank's books and records show a zero balance on any account for a continuous period of 6 months or for such shorter period as the Bank shall prescribe, the Bank may at any time at its absolute discretion by notice to the Customer close the account. In exceptional circumstances, the Bank may close the account without giving prior notice. Upon such notice of closure being sent to the Customer, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented to the Bank. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom.
- (c) The Bank shall not be liable to the Customer in respect of any loss and damage sustained or liability incurred by the Customer by reason of any acts, statements (express or implied) or omission of the Bank or its agents, officers or employees in exercising any of its rights under this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officers and employees in the course of employment.
- (d) The suspension of any of the Services or closure of any account shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted instructions at its discretion.
- (e) The Bank may freeze the accounts of the Customer if the Bank has notice that a petition has been presented for the Customer's bankruptcy or liquidation, or that a meeting has been called to consider a resolution for the Customer's liquidation, or that the Customer's partnership has been dissolved, or of any analogous process under any law, or of any third party claims, or that in the reasonable opinion of the Bank there are some irregularities in the operation of the Customer's account, or that there are disputes over payments made to the Customer's accounts.

#### 3.14A Anti-Money Laundering and Sanctions

- (a) The Customer agrees that the Bank may delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:
- (i) the transaction may breach any laws or regulations in Hong Kong or any other country;
  - (ii) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the United States, the European Union or any country; or
  - (iii) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Hong Kong or any other country.
- (b) Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in agreeing to be bound by these Terms and Conditions.
- (c) The Customer declares and undertakes to the Bank that the processing of any transaction by the Bank in accordance with the Customer's instructions will not breach any laws or regulations in Hong Kong or any other country.
- (d) The Bank may take and instruct any delegate to take any action which it in its sole discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of fund paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the accounts or the Bank's performance of its obligations under these Terms and Conditions. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority. Neither the Bank nor any Agent of the Bank will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by the Bank or any delegate of the Bank pursuant to this Clause 3.14A.

#### 3.15 Deceased Customer or Mentally Incapacitated Customer

- (a) In the event of the death or mental incapacity of the Customer being an individual person, the Bank shall be entitled to refuse any withdrawal of the credit balance, if any, from an account, regardless of whether such account is held jointly or singly or on trust, until the Bank is satisfied in its sole discretion that (i) the proper disposition of the Customer's interest in the account has been finally and validly determined and (ii) procedures or steps reflecting good practices generally applicable to the circumstances or specifically required by the Bank (including the opening of a new account in a representative capacity or committee account, and the giving of an indemnity to the Bank) shall have been performed or taken. **The Bank shall be entitled to deduct from any account**

**of the Customer all costs and expenses (including legal fees) paid or incurred by the Bank with respect to or relating to any account or its termination, or the transfer of the credit balance thereof to any person legally entitled to such balance.**

- (b) In the event of the death of the Customer being an individual person, the Bank shall be entitled (but not obliged) to give and /or disclose (including in case of a joint account, without consent of the surviving Customer) to any person applying for a grant of probate or letter of administration of the estate of the deceased Customer any information or documents or matters relating to the account including, without limitation, the details and balance of the account (and, in addition, the name of the surviving Customer, in case of a joint account), for the purposes of facilitating such application or any procedures or proceedings incidental to or rising from such application or ascertaining the property comprising the estate of the deceased Customer, without any liability to any person deriving an interest from the estate of the deceased Customer (and/or the surviving Customer, in case of a joint account).

### **3.16 Disclosure of Information**

- (a) The Customer understands that the Bank may not be able to provide service to him if he fails to provide any information requested by it.
- (b) The Customer hereby authorizes the Bank and any recipient of his personal and account information or records from the Bank to disclose to any (1) agent; (2) financial institutions, service providers, credit reference agencies, collection agencies agents, contractors; and (3) other person who has established or proposes to establish any business relationship with the Bank and any such person or entity may utilize such information in the course of any business carried on by him or it. Without prejudice to the generality of the foregoing, the Customer further authorizes the Bank to disclose and transfer from time to time all data or information in connection with the Customer's accounts and business with the Bank and relating to any third person that the Customer may provide to the Bank to (i) any of the Bank Group Companies (whether in or outside Hong Kong); (ii) professional adviser, insurer or valuer; and (iii) any actual or proposed participant in, or assignee or novatee of the Bank's rights in relation to, the Customer's accounts or any banking services. Nothing in these Terms and Conditions (including any other provisions of this Clause 3.16) shall in any event restrict the scope of this Clause 3.16(b).
- (c) For individuals, sole proprietorships and partnerships:  
The Customer agrees that all personal data relating to the Customer collected by the Bank from time to time and any information relating to the Customer (including without limitation the Customer's products and services portfolio information, transaction pattern and behavior, financial background, demographic data, dealings, transactions and relationship with the Bank) may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time in whatever manner (including publication on the Bank's website), and for the avoidance of doubt in addition to the foregoing such data may be (i) transferred outside Hong Kong; (ii) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (iii) disclosed to and between any Bank Group Company (whether in or outside Hong Kong) and non-Bank Group Company for whatever purposes (including without limitation designing and providing banking and/or financial services or related products for the Customer's use, marketing and promoting services and products to the Customer, conducting market research and data analysis, and any purposes relating or incidental thereto) and/or by way of banker's or credit references in respect of the Customer.
- (d) For companies:  
The Customer agrees that the Bank may transfer and disclose any information provided by or relating to the Customer (including without limitation the Customer's corporate background and financial condition, account information, dealings, transactions and relationship with the Bank) to all or any of (i) financial institution with which the Customer has or proposes to have dealings; (ii) actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the account; (iii) agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; (iv) other person under a duty of confidentiality (on such terms as deemed acceptable by the Bank) to the Bank; and (v) any Bank Group Company (whether in or outside Hong Kong) for whatever purposes (including without limitation designing and providing banking and/or financial services or related products for the Customer's use, marketing and promoting services and products to the Customer, conducting market research and data analysis, and any purposes relating or incidental thereto).
- (e) The Customer consents to the Bank's disclosure of and authorizes the Bank to disclose all of the Customer's personal, account or business data or information (whether any of such data or information is confidential, including without limitation, account numbers, balances, revenue, balance, deposits, receipts, withdrawals, payments, encumbrances, security given, trade data, transaction data with the Bank or Bank Group Companies, name, address, identification documents, identifier, corporate affiliation, business licence, certificates, organizational documents, beneficial owners, control persons, account signatories, product-related information, financial information, transaction history, expected or anticipated activities, board resolutions, trading locations, reports, tax information, know-your-customer information, source of funds, client risk assessment, information about the Customer's guarantor (if relevant), and personal data of the Customer's staff, shareholders or other related persons) if required or permitted to do so by :
- (i) any law, order, directive, direction, rule, code, regulation, guideline or the like (whether having the effect of law) as applicable to the Bank or Bank Group Companies from time to time issued by any local or foreign legal, regulatory, supervisory or governmental, tax, law enforcement or other authorities, courts or tribunals, or self-regulatory or industry bodies or associations in any jurisdictions; or
- (ii) any present or future agreement, arrangement or commitment, contractual or otherwise, undertaken by the Bank or Bank Group Companies with any local or foreign legal, regulatory, supervisory or governmental, tax, law enforcement or other authorities, courts or tribunals, or self-regulatory or industry bodies or associations in any jurisdictions.

Such disclosure may be made to any Bank Group Companies, affiliates, agents, brokers, suppliers, contractors, third party service providers, professional advisers, exchanges, markets, clearing houses or depositories, centralized clearing parties, custodians, nominees, clearing brokers, swap or trade repositories, reporting agents, submitting agents, multilateral or other trading facilities, swap facilities, system or platform, other communication network, auction facilities, regulators, supervisory, tax or governmental authorities, courts, tribunals, law enforcement agencies, self-regulatory or industry bodies or associations, and/or any other person as contemplated under this Clause 3.16(e), whether inside or outside Hong Kong. Without prejudice to the generality of the foregoing, for the purposes of complying with regulatory reporting, clearing and/or trading obligation, the Bank may use a third party service provider to transfer trade information into a trade repository, clearing house or centralized clearing party, or trading facility, system or platform, as the case may be, and that such entity may engage the services of a global body regulated by one or more governmental regulators.

- (f) The Customer acknowledges that disclosures made pursuant to Clause 3.16(e) may (i) be made to multiple parties as stated and result in certain anonymous swap transaction and pricing data becoming available to the public, and (ii) be made to recipients in a jurisdiction other than that of the disclosing party or in a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the Customer's home jurisdiction.

- (g) The Customer confirms and warrants that, in respect of any Customer's information or personal data provided to the Bank that relates to a third person, the Customer has obtained the consent of such third person as prescribed by the applicable law to the provision to the Bank of such Customer's information or personal data for the purposes of this Clause 3.16 to enable the Bank to collect, process, use, disclose, transfer and store such information or personal data, and that any third person to whom the Customer owes a duty of confidence in respect of the information or personal data disclosed has agreed and consented to the disclosure of that information or personal data.
- (h) For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on any confidential information required or permitted to be disclosed as contemplated in this Clause 3.16 but permits a person to waive such requirements by consent, the consent, agreement, authorisation and acknowledgement provided in this Clause 3.16 shall be a consent by the Customer for purposes of such law.
- (i) Any termination of the account by the Customer or the Bank shall not affect or terminate the Customer's authorization to disclose information given above in relation to information in the possession of the Bank at termination.

### **3.17 Representations, Warranties and Undertakings**

- (a) The Customer represents, warrants and confirms that he is the sole and ultimate beneficial owner of, and has full authority to deal with, the fund, investment and property in his account, free from third party claims or interests. The Customer further represents, warrants and confirms that (i) he is acting as principal and not as agent for any other person in giving any instruction to the Bank and in entering into any transaction with his own decision, he has full capacity and authority to perform the obligations under these Terms and Conditions and the performance and enforcement of the Customer's obligations will not violate any laws or regulations code or guidelines issued by any regulators (whether or not having the force of law); and (ii) no account (including without limitation, any savings, current, time deposit, investment or loan account) and/or no transaction or dealing transacted through or with the Bank or in connection with any of its Services will be used in connection with any criminal/unlawful activities, or no fraud will directly or indirectly be committed in connection with any such account, transaction or dealing.
- (b) The Customer undertakes to forthwith provide, if not already provided, the Bank with all documents and information (including but not limited to identity, occupation, contact details, nature of business, source of funds, business structure, shareholdings and directorship) pertaining to the ultimate beneficial owner of any account and/or the person ultimately responsible for giving any instruction or for entering into any transaction as may be required by the Bank. If at any time there is any change in the ultimate beneficial ownership, the Customer shall forthwith inform the Bank in writing and to provide all necessary documents as required by the Bank to prove such change to the satisfaction of the Bank. The Customer also represents and warrants that the information provided by the Customer to the Bank for the purpose of Clause 2.3 is true, accurate, correct, complete, and up-to-date.
- (c) If the Customer opens or maintains an account or enters into any transaction in his name as trustee or nominee for and on behalf of any other person, the Customer undertakes to forthwith notify the Bank the existence of such trust arrangement and to provide to the satisfaction of the Bank, within the time period specified by the Bank, with the information and documents pertaining to the details and nature of the trust for which he acts as trustee or nominee (including but not limited to the identities and details of all the trustees, nominees, authorized signatories, protectors, settlors, grantors and beneficiaries) as may be requested by the Bank.
- (d) If an account is opened or maintained by the Customer in his name as a professional intermediary or in the name of a unit trust, mutual fund, or any other investment scheme (including staff provident fund and retirement scheme) managed or administered by the Customer as a professional intermediary as an agent, such Customer represents, warrants and undertakes that:
  - (i) he has put in place and will continue to maintain reliable systems to verify his clients' identities and he shall provide such information and documents as may from time to time be requested by the Bank within the time period specified by the Bank for it to verify the client due diligence procedures conducted by the Customer at any stage to the satisfaction of the Bank;
  - (ii) for any of the accounts opened by the Customer on behalf of a single client of the Customer or there are sub-accounts for each individual client of the Customer where funds are not co-mingled in the Customer's account, the Customer shall provide such information and documents pertaining to the identities and details of the Customer's clients as may from time to time be requested by the Bank within the time specified by the Bank to the satisfaction of the Bank;
  - (iii) for any of the Customer's accounts in which the funds for his individual clients are co-mingled, the Customer has proper systems and controls to allocate funds in the pooled account to his individual underlying clients and he shall provide such information and documents as may from time to time be requested by the Bank within the time period specified by the Bank for it to examine the systems and controls implemented by the Customer at any stage to the satisfaction of the Bank; and
  - (iv) the Customer shall provide such information and documents as may be requested by the Bank from time to time in relation to any transaction passing through the account and he agrees that the Bank may report and provide details of any such transaction to any relevant regulatory or government agency or authority as the Bank considers appropriate.
- (e) The representations and warranties contained in this Clause shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Services and/or account.
- (f) If any representation, warranty, undertaking or obligation contained in this Clause is inaccurate, breached, not fulfilled or performed, the Bank shall be entitled (but not bound) to in its absolute discretion refuse to give effect to any instruction and/or provide any Service to the Customer, suspend or terminate any transaction and/or the operation of any account, and/or close the account. The Bank shall not be liable for any loss or damage which may be sustained or incurred by the Customer or any third party in relation thereto except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its employees in the course of employment.

### **3.18 Change of Personal Particulars**

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank.

### 3.19 Indemnity

To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.3 (if applicable), the Customer shall indemnify the Bank, its directors, agents, officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis and other expenses of reasonable amount and reasonably incurred, and any claims by the Hong Kong Inland Revenue Department on the Bank for tax in respect of any profits or gains attributable to the Customer) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the services provided by the Bank or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions unless due to the negligence or willful default of the Bank, its directors, agents, officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

#### 3.19A Gross-Up

All sums payable by the Customer to the Bank shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any (local or foreign) tax or other deductions or withholdings of any nature. If the Customer or any other person is required by any (local or foreign) law or regulation or any Government Authority (whether pursuant to any agreement with the Government Authority or otherwise) to make any deduction or withholding (on account of tax or otherwise) from any payment payable to or for the account of the Bank, the Customer shall, together with such payment, pay such additional amount as will ensure that the Bank receives (free and clear of any tax or other deductions or withholdings) the full amount which the Bank would have received if no such deduction or withholding had been required. The Customer shall promptly forward to the Bank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant recipient. If at any time the Customer becomes aware that any such deduction, withholding or payment is or will be required, the Customer shall immediately notify the Bank and supply all available details thereof.

### 3.20 Waivers and Severability

- (a) Any forbearance or delay by the Bank in exercising any right or remedy shall not be treated as a waiver of such right or remedy and any single or partial exercise of any right or remedy shall not prevent its further exercise. No course of dealing between the Customer and the Bank nor any particular waiver shall be deemed a waiver in any other instance. The Bank's rights, remedies and entitlements shall continue in full force and effect until they are specially amended or waived in writing by the Bank.
- (b) If any one or more of the provisions contained in these Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

### 3.21 Governing Law & Jurisdiction

- (a) These Terms & Conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of Hong Kong SAR courts.
- (b) Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

### 3.22 Binding Effect

These Terms and Conditions shall be binding on and enure to the benefit of the Bank and its assigns, the Customer and his legal representatives and successors and shall also be so binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

### 3.23 Governing Version

The English version of these Terms and Conditions shall prevail whenever there is any discrepancy between the English and the Chinese versions.

#### 3.23A Third Party Rights

Nothing in these Terms and Conditions is intended to grant to any third party any right to enforce any term of these Terms and Conditions or to confer on any third party any benefits under these Terms and Conditions for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

### 3.24 Miscellaneous

- (a) Each of the rights, powers and remedies given to the Bank under these Terms and Conditions shall be cumulative with and without prejudice and in addition to all other rights, powers and remedies given to the Bank under or by virtue of any other agreement between the Bank and the Customer, statute or rule of law or equity.
- (b) The Customer's rights and obligations under in respect of the accounts and the monies therein shall not without the Bank's prior written consent be assigned or subject to any third party's rights or encumbrances and such consent shall not be unreasonably withheld by the Bank. The Bank may by written notice assign any of its rights and obligations under the accounts to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with the accounts or any banking services.
- (c) The Customer shall, immediately upon the Bank's request and at the Customer's own expense, execute any further documents and take any other action which the Bank may require for the purpose of protecting or securing the Bank's rights in respect of or under these Terms and Conditions.

## Schedule I : Deposit Accounts Services

Deposit Accounts in single or multiple-currencies include:

- Current account
- Savings account (statement or passbook type)
- Time deposit account
- Renminbi account
- Integrated Account or OCBC Premier Banking service

### 1. Account Opening

Prior to the opening of an account or subscription of Services, the Customer is required to complete and sign such forms and specimen signature cards as may be prescribed by the Bank. The Customer should provide personal references acceptable to the Bank upon request by it.

The Customer agrees that in subscribing for Integrated Account or OCBC Premier Banking service, he will terminate the other one of the aforementioned types of Services (if any) so that the Customer will have only subscribed for either one of the aforementioned Services (but not two of them) with the Bank at any point of time.

### 2. Non-Negotiable/Non-Assignable

All deposits are not negotiable and not assignable.

### 3. Minimum Initial Deposit Amount

A deposit account may be opened with such a minimum initial deposit and with such a tenor as prescribed by the Bank from time to time. This minimum initial deposit requirement is also applicable upon the subscription of Integrated Account or OCBC Premier Banking service and may be fulfilled by the aggregate available balance of one or more Sub- Accounts.

### 4. Deposit Subject to Final Payment

The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank are subject to final payment. The Customer may not draw against uncleared cheques or monetary instruments. **The Bank reserves the right to recover from the Customer in full any loss reasonably sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments unless the same is reasonably foreseeable solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees. The Customer agrees to indemnify the Bank against all losses damages demands actions and liabilities whatsoever reasonably incurred or sustained by the Bank for such acceptance unless the same are reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees.**

### 5. Cheques drawn to Third Party

**Cheques or monetary instruments drawn to the order of a third party may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claim from the Customer any loss reasonably incurred by the Bank arising from such acceptance or as a result of the Bank's endorsing the cheques or for any cause whatsoever unless the same are reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees. The Customer shall undertake to refund in full to the Bank immediately upon request any loss and expenses reasonably sustained or incurred by it unless the same are reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees.**

### 6. Deposit of Cheques/Monetary instrument

All local cheques and monetary instruments received for collection (i) after the normal clearing time (from time to time determined at the discretion of the Bank) of any Business Day; or (ii) on a Saturday will be treated as received for an account on the Business Day (but excluding Saturday) immediately succeeding that day.

For cheques and monetary instrument drawn on a bank in Shenzhen or in the Guangdong province, the clearing will be completed on the next clearing days (defined as a day other than Saturday, Sunday and all public holidays in either Hong Kong or Shenzhen/Guangdong Province (as the case may be)).

### 7. Auto Payment Transaction

Unless otherwise expressly agreed in writing between the Bank and the Customer, if any date specified for effecting an auto payment transaction concerning an account shall fall on a day which is not a Business Day or which is a Saturday, such account shall be debited or credited (as the case may be) on the immediately succeeding Business Day (but excluding Saturday); and if that immediately succeeding Business Day (but excluding Saturday) shall fall in the next calendar month, then such account shall be debited or credited (as the case may be) on the Business Day (but excluding Saturday) immediately preceding the said transaction date; and if in a given calendar month there is no date corresponding to the said transaction date, such account shall be debited or credited (as the case may be) on the last Business Day (but excluding Saturday) of the calendar month in which the said transaction date initially falls.

### 8. Document Receipt

When making deposits, the Customer should properly fill in the pay-in slips or vouchers or required documents provided by the Bank for this purpose. Copies of these pay-in slips or vouchers or required documents, when duly validated by machine print or an authorized officer of the Bank, will be handed back as receipts to the Customer.

### 9. Interest Rate

**Interest on a deposit will not accrue until the Bank has actually received cleared fund and will then accrue as simple interest daily at the rate the Bank prescribes. If the Bank needs or is instructed to convert the cleared funds to another currency, then interest only begins to accrue after the Bank actually receives cleared funds provided it is a Business Day and the cleared funds are received prior to the relevant cut-off time.**

Interest rate (whether positive or negative interest rate) is posted from time to time without prior notice, in the lobby of the Bank and/or advertised in the press. Interest will be calculated on the basis of 365-day year for Hong Kong Dollar, Thailand Baht, Singapore Dollar and Pound Sterling and 360-day year for all other foreign currencies (for both ordinary and leap years). Interest accrued (including negative interest) will be credited to or debited from (as the case may be) an account at any interval specified by the Bank for specific deposit products. No interest will be payable to an account if daily balance of which is less than a minimum amount to be determined by the Bank from time to time.

## 10. Accounts in Foreign Currencies (excluding RMB accounts)

The following provisions shall apply to deposit accounts in foreign currencies:

### (i) Source of Funds

All foreign currency deposit accounts are in form of TT, deposits other than TT may be accepted at the sole discretion of the Bank and are subject to exchange premium.

### (ii) Cash Drawing

Subject to the availability of foreign currency notes, cash drawing may be allowed. However, the Bank reserves the right at any time without notice, and at its entire discretion and without liability, to refuse such cash drawing, and the Bank's obligation shall be discharged by the tender of an equivalent amount (as conclusively determined by the Bank) in Hong Kong Dollar or in such currency as may then be in local circulation or be discharged in any other manner which the Bank in its sole and absolute discretion thinks fit. The Customer acknowledges and accepts the currency risk that may involve and the loss that may incur in any such conversion.

### (iii) Withdrawal Payment Methods

Notwithstanding that the account is a foreign currency account or that the deposit has been made or is expressed to be in foreign currency, the Bank shall have the right, option and absolute discretion to pay the Customer in full satisfaction of his deposit or any part thereof and/or the interest thereon in such Account in any of the following manners:-

- (a) by payment in bank notes in the currency of the relevant foreign country; or
- (b) by effecting CHATS or telegraphic transfer in the currency of the relevant country in accordance with the Customer's written instructions; or
- (c) by issuing to the Customer a demand draft to be drawn by the Bank on a correspondent bank in the currency of the relevant country; or
- (d) by issuing USD Cashier Order; or
- (e) by payment in Hong Kong Dollar of the amount equivalent to the foreign currency of the Customer's deposit or any part thereof and/or the interest thereon at such rate of exchange as will be ruling in the unofficial or open market in Hong Kong at the time of payment by the Bank to the Customer of such deposit or any part thereof and/or the interest thereon to be withdrawn by the Customer. In the event of there being any difference between what is known as the 'selling rate' and the 'buying rate' in such open market, the 'buying rate' shall be adopted for the purpose of fixing the above rate of exchange. In the absence of such unofficial or open market rate as aforesaid at the time of payment, then the official rate of exchange between the foreign currency and the Hong Kong Dollar prevailing at the time of payment by the Bank to the Customer of the deposit or any part thereof shall be adopted for the purpose of fixing the abovementioned rate of exchange; or
- (f) By satisfying the withdrawal by the Customer of his deposit or any part thereof and/or the interest thereon in more than one of the above manners by dividing the amount of the deposit to be withdrawn by the Customer into one or two separate parts, so that each such part of the amount to be withdrawn by the Customer may be satisfied in one or the other manners.

and the Customer shall have no right to object thereto.

In case of (b) and (c) above, the Bank shall have absolute discretion in the choice of correspondent banks. Any transaction arising thereof shall be subject to the laws and regulations and to government measures and restrictions of the country in which the Bank's correspondent banks are situated. The Customer accepts all the risks of or arising from any such laws, regulations, measures and restrictions. The Bank is entitled to debit the account the amount of its charges and expenses and, as appropriate, those of its correspondent banks. The Bank shall have no responsibility for or liability to the Customer for unavailability of such currency due to restrictions on convertibility, requisitions, exchange control, change in law or other similar causes beyond the Bank's control.

## 11. Bank's Right

- 11.1 The Bank reserves the right at any time without notice, and in its entire discretion and without liability, to refuse any deposit, limit the amount which may be deposited, refuse deposit in a particular currency, return all or any part of any deposit.
- 11.2 The Bank reserves the rights to block, cancel, delay or reject a withdrawal or refuse to pay a withdrawal in a particular currency or facilitate any other transaction or instruction without giving reasons or prior notice at its sole and absolute discretion. The Bank shall not be liable for any losses occasioned by the Customer by reason of any non-payment of a withdrawal.

## 12. Liabilities

- 12.1 After taking such practicable steps as the Bank may reasonably consider appropriate to check the passbook, the signature and/or impression of seal/chop on the withdrawal slip, the Bank shall be entitled (but not bound) to accept as genuine and act upon such instruction believed by the Bank in good faith to have been given by the Customer or the Authorized Person. The Bank shall not be under any obligation to enquire into the genuineness of the signature and/or impression of seal/chop thereon nor into the good faith of the person giving such instruction and such instruction shall be binding on the Customer. **Subject to the foregoing, any payment made by the Bank to a person producing the passbook and withdrawal slip bearing the signature and/or impression of seal/chop of the Customer, notwithstanding that the signature and/or impression of seal/chop has been obtained fraudulently or without the express and implied authority of the Customer, shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.**



- 12.2 The Bank shall exercise reasonable care in relation to the custody and presentation of cheques presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of cheques or delay in presentation thereof in the absence of willful default or negligence on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of cheques or delay in presentation while the cheques are in the custody of any properly authorized third party through whom such cheques are presented for collection. In no event shall the Bank be liable for any consequential loss arising as a result of the loss or destruction of cheques or their delay in presentation.
- 12.3 The Bank shall not be liable for any diminution in the value of any amount deposited in any of the deposit account due to taxes or depreciation or for the unavailability of any amounts in the currency of such deposit on maturity due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of government military powers, wars, strikes or other causes beyond the Bank's control.

### **13. Withdrawal Restriction**

Except current account, balance in deposit accounts cannot be withdrawn by cheque.

### **14. Overdraft**

**If temporary overdraft is granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.**

**Debit interest calculated on the basis of a 365-day year for Hong Kong Dollar, Thailand Baht, Singapore Dollar and Pound Sterling and 360-day year for other foreign currencies (for both ordinary and leap years) shall accrue on the daily outstanding amount drawn under the overdraft at the rate or rates from time to time determined by the Bank. Interest shall be payable whether or not the Customer receives notice of any change. The Bank shall be entitled to debit accrued interest to any overdraft account every month.**

### **15. Inward Remittance – Foreign Currencies**

Upon receipt of any inward remittance denominated in foreign currency through a correspondent bank for credit to an account without any specific instruction, the Bank, shall at its own discretion convert the amount in the foreign currency so received into Hong Kong Dollar or currency of the account at the Bank's prevailing buying rate and shall credit to the account without prior notice to the Customer who shall undertake not to dispute with the Bank about the exchange rate so quoted. As a standard practice, for inward remittance transactions, the Bank does not pay interest to the Customer on funds before they are actually credited into the account with it, in case the Bank's account with its correspondent bank overseas has already been credited with those funds.

### **16. Account Closing**

**If an account is closed within three months from the date of its opening, the Bank may, at its discretion levy a charge stated in the Service Fees. When the current account is closed, the Customer must return all unused cheques to the Bank. The Bank shall be entitled to close a fixed deposit account with prior notice to Customer if the account has a zero balance.**

## Current Account (HKD + USD)

### 1. Cheque Book Application & Delivery

Conventional blank cheques will be provided free of charge or at a charge from time to time fixed by the Bank. When a cheque book is required, the Customer must sign an application form supplied by the Bank using the same signature and/or chop as appear on the Bank's file or alternatively by other means or in any manner acceptable to the Bank. The Bank may, in its discretion, refuse the issue of a cheque book. If the Customer does not apply in person, the Bank may at its discretion deliver the cheque book to the bearer of the application form, or forward it to the last known address, place of business, or registered office of the Customer as recorded by the Bank by mail or by hand, the Bank assumes no responsibility for any delay or loss occasioned by any modes of forwarding.

### 2. Receipt of Cheque Book

Upon receipt of a cheque book, the Customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to avoid any discrepancy. Any irregularities should be promptly reported to the Bank. Cheque books should at all times be kept under lock to safeguard against loss or loss by theft.

### 3. Cheque-writing Guidelines

- (a) All cheque must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.
- (b) The Customer should exercise care when drawing cheques and agrees that he will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. When issuing cheques, the amount, both in words and figures, should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word 'only' should be added after the amount stated in words. Only Arabic numerals should be used for figures.
- (c) In sending cheques through the post or otherwise, the words 'OR BEARER' should be deleted and the cheque crossed.

### 4. Alterations on Cheques

All alterations on cheques should be authenticated by the full signature of the drawer near the space where such alterations appear. Initials and abbreviations should not be used as the same could be forged easily and the Bank will not accept such initials unless previous arrangements have been made in respect thereof. The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

### 5. Cheque Payment

Any cheque to be drawn on any of the Bank's main branch or other Branches may, at the absolute discretion of its main branch or other Branches from time to time, be paid at the counter of its main branch or other Branches upon presentation, or otherwise honoured by its main branch or other Branches provided it is clearly understood that its main branch or other Branches may refuse or discontinue at any time without notice to so honour any cheque drawn on its main branch or other Branches. Any payment by its main branch or other Branches on such cheque will be fully discharged to the Bank to the extent thereof and will be a debit against the Customer's account with such Branches of the Bank on which the cheque is drawn.

### 6. Loss of Cheque

When a signed cheque is lost the Customer should immediately report the loss to the Bank in writing with instructions to stop payment of such a cheque. If the cheque is stolen, the Customer should also report the loss to the nearest police station. The Bank will not be liable in any way to the Customer if the cheque is paid prior to the receipt of the instruction to stop payment. If blank cheques are lost, the Customer should notify the Bank immediately and request for their cancellation.

### 7. Insufficient Fund

The Bank will not honour any cheque if the account on which the cheque is drawn does not have sufficient funds. **If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.**

### 8. Cheque Imaging

The Customer agrees that:

- (a) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) the Bank is authorized to contract, inter alia, with collecting banks and HKICL in accordance with the terms in paragraph (a).



## Savings Account

### For Passbook Type

#### 1. Passbook Updating and Keeping

- (a) The Customer is provided with a passbook which must be presented for every withdrawal at the Bank's counter. The passbook is not transferable or assignable and cannot be pledged as security.
- (b) Passbook is for the Customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook. Passbook should be presented to the Bank regularly for recording of any entries of interest or unposted items.
- (c) Passbooks should be kept in a safe place under lock and key. If the passbook is lost, the Customer must immediately report such loss in writing to the Bank. The Bank will issue a new passbook to the Customer after enquiry has been made to the satisfaction of the Bank and a letter of indemnity shall be furnished by the Customer, and/or any other person in such form and on such condition as the Bank may at its absolute discretion think fit.

### For Passbook & Statement Type

#### 1. Withdrawal

Balance in the account cannot be withdrawn by cheque. If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.

#### 2. Examine Transaction

After each transaction, the Customer should examine the passbook/transaction advice before leaving the counter to ensure that the correct entry/transaction has been made therein. No entries and alterations are allowed to be made in the passbook by the Customer.

## Time Deposit Account

### 1. Deposit Confirmation or Slip

Deposit placed with and accepted by the Bank will be evidenced by a Deposit Confirmation or Slip issued by the Bank. The Customer is requested to examine the Deposit Confirmation or Slip and to notify the Bank any errors or omissions found therein forthwith.

### 2. Interest Rate

**Unless otherwise specified, interest rate is fixed at the inception or renewal of each deposit and will be displayed in the lobby of the Bank where the time deposit account is opened or operated.**

### 3. Interest Earned

**Unless otherwise specified, interest earned and accrued on a deposit will be payable on the maturity day and may be withdrawn at that time or added to the principal and re-deposited for a further term.**

### 4. Maturity Instruction

#### (a) Instruction Given by Customer

Notwithstanding any maturity instruction given by the Customer, the Bank shall nevertheless have the right, option and at its discretion to pay the Customer in full satisfaction of the deposit or any part thereof and/or the interest thereon in such account in any of the following manners:

- i. by crediting the principal and interest to an account as designated by the Customer; or
- ii. by renewing the principal at the prevailing rate for the same tenor and pay the interest to the Customer or the Customer's order (in case of cashier order at a service charge as prescribed by the Bank from time to time);
- iii. by renewing the principal at the prevailing rate for the same term and credit the interest to an account as designated by the Customer;
- iv. by paying the principal and interest to the Customer or the Customer's order (in the case of cashier order at a service charge as prescribed by the Bank from time to time);
- v. by such manner as may be agreed between the Bank and the Customer from time to time.

Without prejudice to the generality of the aforesaid provision, if, for whatever reason(s) which is/are not reasonably foreseeable and/or is/are beyond the reasonable control of the Bank, the maturity instruction(s) of the Customers cannot be executed on the maturity date(s), the Customer hereby authorizes the Bank to suspend the maturity instruction(s) and renew the deposit together with the accrued interest in the same currency for a similar tenor according to the prevailing interest rate or otherwise specified, and the maturity instruction(s) will be executed on the next maturity date(s). The Customer hereby discharges the Bank for any losses or claims that may be incurred as a result of this arrangement.

#### (b) No Maturity Instruction Received by the Bank

If no maturity instruction has been received by the Bank upon maturity, the principal and accrued interest would be automatically renewed for a similar tenor according to the prevailing interest rate or otherwise specified.

### 5. Deposit withdrawal

#### (a) On Maturity Day

Deposit can be withdrawn on the maturity day upon proper written demand and is only repayable to the Customer at the account opening branch unless otherwise specified. The Bank shall be entitled (but not be under any duty) to require the production of the relevant documents for the withdrawal of the deposit.

#### (b) Before Maturity Day

Withdrawal of a deposit before maturity is not allowed and it will be at the sole and absolute discretion of the Bank to allow such a withdrawal in very exceptional circumstances and on such terms and conditions as the Bank shall think fit. **Should the Bank agree to the withdrawal, the Bank reserves the right not to pay any interest on the deposit and to recover a handling charge of obtaining funds in the market for the pre-mature withdrawal of the deposit. Such charge to be deducted from the principal sum before the withdrawal is made.**

However, the Bank shall, without giving any reason to the Customer, have the right to uplift the time deposit before the date of maturity provided that interest shall only be payable pro rata up to the date of uplifting the time deposit by the Bank instead of the whole period of the time deposit, without prejudice to other rights which the Bank may have.

### 6. Oral Instruction

After taking such practicable steps as the Bank may reasonably consider appropriate, the Bank may follow proper oral instructions from the Customer(s) or any one of the authorized signer(s) with respect to the renewal of time deposit and/or purchase and sales of foreign currencies and the Bank shall not be liable for acting in good faith upon such instruction. The issuance of Deposit Confirmation/Slip and/or Exchange Memo and/or Advice will be final and conclusive evidence of the Customer's instruction to the Bank.

## Time Deposit Product Specify

- **Prime-linked (HKD)**

### Interest Rate

The interest rate applicable to the deposit shall be determined daily by reference to the Bank's prevailing prime lending rate minus a margin (expressed as percentage figure per annum) which is fixed at the time of the deposit. Interest shall be credited to an account designated by the Customer and agreed by the Bank on a monthly basis.

### Maturity

Upon maturity of a deposit, the principal sum will be withdrawn and credited to an account designated by the Customer.

- **Monthly Plus (HKD)**

### Interest Rate

The interest rate is fixed at the inception of each deposit. The 'Monthly Interest Payable' sum indicated on the confirmation of deposit is only for the Customer's reference, and the exact amount of interest will be accrued on a daily basis and paid to an account designated by the Customer on a monthly basis, such designated Account should be either a Hong Kong dollar current or savings or statement account.

### Maturity

Upon maturity of a deposit, the principal sum will be withdrawn and credited to the designated account.

- **Overnight Plus (HKD)**

### Deposit Slip

Overnight Plus Deposit placed with and accepted by the Bank will be evidenced by a deposit slip issued by the Bank.

### Interest Rate

Interest rate is fixed daily and will be displayed in the lobby of the Bank where the time deposit account is opened or operated and/or advertised in the press. Interest is accrued based on the daily balance of the account and will be credited to the account monthly or at an interval as specified by the Bank from time to time. No interest will be accrued if the daily balance falls below the minimum deposit amount as specified by the Bank and advised to the Customer from time to time.

### Withdrawal Instruction

If no withdrawal instruction is received by the Bank upon maturity, the deposits will be automatically renewed for the same tenor according to the interest rate fixed for the day and no receipt will be issued.

- **Easy Rich / My Kid (HKD)**

### Interest Rate

Deposit interest rate is to be specified at the inception of the savings plan and will be calculated on the daily balance. Interest earned will be credited to the account semi-annually.

### Deposit

The minimum initial and monthly deposits are fixed by the Bank at the inception of the savings plan from time to time. Deposit is only allowed on a monthly basis. The deposit amount and the deposit date will be specified at the time of inception of the savings plan. The Customer must deposit monthly the specified amount on the specified date through any branch of the Bank. If the specified deposit date is not a Business Day or is a Saturday, such deposit date shall be postponed to the immediately succeeding Business Day (but excluding Saturday). All cheques, monetary instruments and transfers of funds accepted for deposit are credited subject to their being duly cleared. The Bank reserves the right to charge the Customer with items which is subsequently returned unpaid. The Customer may also place his monthly deposit through Autopay service.

The estimated value at maturity is for information only. The actual value will be subject to the date of monthly deposit credited to the account and calculated at the pre-defined interest rate on daily basis.

### Withdrawal

At the date the deposit is mature, the Customer must go to the account opening branch in person with the passbook and sign on the withdrawal slip supplied by the Bank using the same signature/chop as appears on the Bank's file. All deposit and interest should be withdrawn once and for all. Hong Kong Dollar Savings Account interest rate will be given to the deposit which is still kept in the Easy Rich / My Kid Account after the maturity date. Any pre-mature uplift of the deposit should be approved by the Bank, and the Bank may up to its own discretion levy a charge to the Customer.

## Renminbi Account

### 1. Eligibility

- (a) An individual who is a holder of a Hong Kong Identity Card ("Hong Kong Resident") may open RMB Personal Accounts for Hong Kong Resident with the Bank, whereas one who is not a holder of a Hong Kong Identity Card ("Non-Hong Kong Resident") may open RMB Personal Accounts for Non-Hong Kong Resident. For the purpose of this section of "Renminbi Account", the holder of RMB Personal Accounts shall be referred to as "Personal Customer".
- (b) Only Hong Kong Designated Business Customer may open RMB DBC Accounts with the Bank.

### 2. RMB Savings and Time Deposit Accounts

- (a) A joint-name RMB Personal Account comprising a Hong Kong Resident and a Non- Hong Kong Resident may be designated as a RMB Personal Account for Hong Kong Resident, unless the Bank otherwise expressly designates.
- (b) The Bank reserves the right not to open any RMB Accounts for the Customer without giving a reason and without liability. Also, the Bank may at any time, by notice to the Customer, close any RMB Accounts maintained by the Customer with the Bank. The notice may, if necessary under the circumstances, take effect immediately.
- (c)
  - (i) Personal Customer  

Deposit into the RMB savings account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by converting Hong Kong Dollars (whether in cash or being Hong Kong Dollars in a Hong Kong Dollar account maintained by the Customer with the Bank) at such exchange rate determined by the Bank, or by such other method as the Bank may from time to time stipulate at its sole discretion.
  - (ii) Hong Kong Designated Business Customer  

Deposit into the RMB savings account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by Renminbi funds from RMB Bonds transfer and repayment of principal and interest thereof, or by such other method as the Bank may from time to time stipulate at its sole discretion.
- (d) The Customer may transfer RMB funds from his RMB savings account to another RMB savings account maintained with the Bank by another person other than a Hong Kong Designated Business Customer in Hong Kong.
- (e)
  - (i) Personal Customer  

Subject to Clause 2(e)(ii) below, the Customer may transfer RMB funds between different accounts and between different personal customers or corporate customers, whether within the Bank or not, in Hong Kong.
  - (ii) Hong Kong Designated Business Customer  

Transfer deposit of RMB funds to the RMB Accounts of the Hong Kong Designated Business Customer is not allowed, except for interbank fund transfer via RMB Real Time Gross Settlement System to and from the same-named account of the Customer in relation to the subscription and purchase of RMB Bonds and repayment of principal and interest thereof. Transfer withdrawal of RMB funds from the RMB Accounts of the Hong Kong Designated Business Customer is allowed.
- (f) Local cheques issued by banks in Hong Kong is accepted to be deposited into the RMB Accounts, including RMB cheques issued and drawn in relation to the subscription, acquisition and disposal of RMB Bonds or any other purpose as specified by the Bank from time to time. Cheque issued by banks outside Hong Kong is not accepted to be deposited into the RMB Accounts.
- (g)
  - (i) Personal Customer  

Except where the Bank stipulates otherwise, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the RMB time deposit account by way of currency exchange.
  - (ii) Hong Kong Designated Business Customer  

Except in accordance with Clause 2(e)(ii) above, the Hong Kong Designated Business Customer may not transfer RMB funds between his RMB savings account and RMB time deposit account.
- (h) Withdrawal from the RMB savings account may only be made by withdrawing RMB in cash, by withdrawing Hong Kong Dollars in cash (by converting RMB in the RMB savings account into Hong Kong Dollars at such exchange rate as determined by the Bank from time to time) or by such other method as specified by the Bank from time to time at its sole discretion.
- (i) Withdrawals of RMB funds from RMB savings account is subject to the availability of the currency in question. The Bank reserves the right to pay the Customer in other currencies, if necessary.
- (j) If at any time any RMB banknotes deposited into any of the RMB Accounts of the Customer is found or suspected to be counterfeit notes, without prejudice and in addition to any rights of the Bank, the Bank shall have the rights and is authorized by the Customer, without notice and without liability, to debit any account held by the Customer with the Bank the same amount of RMB or an amount in other currency equivalent to the amount of such banknote(s) calculated based upon the exchange rate determined by the Bank at its absolute discretion and to report to the relevant authorities. **The Customer shall indemnify the Bank against all losses, damages, actions and claims directly or indirectly arising out of or in connection with such banknotes and all actions taken by the Bank in relation thereto.**

### 3. Exchange

- (a) For exchange made through the RMB savings account which is a RMB Personal Account for Hong Kong Resident (via any channel including Internet Banking and Telematic Banking), the aggregate amount to be deposited or withdrawn per day shall not exceed such amount as specified by the Bank from time to time. The Bank may also specify the maximum amount per exchange transaction made in cash (including but not limited to via ATM facilities) for both Hong Kong Resident and Non-Hong Kong Resident.
- (b) Only RMB banknote-to-Hong Kong Dollar one way exchange service for cash or from a RMB savings account is provided to the Hong Kong Designated Business Customer for amounts received through his normal course of business.
- (c) **The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates. The Customer hereby agrees that the Bank shall not be liable for any losses and damages arising out of or in relation to:**
  - (i) **any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank's control which prohibits the execution of RMB exchange and remittance service by the Bank or by any financial institution associated with the Bank; or**
  - (ii) **the Bank's inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.**
- (d) If the Bank provides any exchange service, it shall be done at such exchange rate as determined by the Bank at its absolute discretion and subject to such terms as prescribed by the Bank.
- (e) The Bank may at its absolute discretion refuse to provide exchange service made through a joint-name RMB Personal Account.

### 4. Remittance

The Personal Customer may transfer funds from his RMB savings account to his account under the same name with a financial institution in the PRC designated by the Personal Customer and acceptable by the Bank (the "PRC Account"). The aggregate amount of funds transferred by the Personal Customer from his RMB savings account shall not exceed such amount as specified by the Bank from time to time in a day.

**The Customer hereby acknowledges that all RMB funds if deposited into a financial institution or any other company related to or associated with the Bank which is incorporated outside Hong Kong including the PRC is not protected under the Deposit Protection Scheme Ordinance (Cap. 581).**

The Personal Customer may, subject to the approval of the Bank and the relevant PRC authorities and in accordance with the applicable PRC laws and regulations, remit from the PRC Account the unused portion of the RMB funds which had been previously remitted to the PRC Account under this clause to his RMB savings account.

No remittance service may be provided to the Hong Kong Designated Business Customer.

Cross-border remittances to or from PRC or other places outside Hong Kong are subject to the rules and requirements of the jurisdiction of the originating or receiving end.

### 5. Representations, Warranties and Undertakings

- (a) Personal Customer
  - (i) The Personal Customer hereby represents and warrants that the RMB Personal Accounts shall be for the use of personal spending only. The Personal Customer hereby acknowledges that if, in the opinion of the Bank, the RMB Personal Account is suspected to be used for purpose(s) other than personal spending, the Bank may at any time by notice to the Personal Customer close the RMB Personal Accounts without any liabilities whatsoever.
  - (ii) The Personal Customer who is a Non-Hong Kong Resident undertakes to notify the Bank immediately if he/she has subsequently changed to become a Hong Kong Resident and agrees that the status of his/her RMB Personal Accounts will then be changed accordingly.
- (b) Hong Kong Designated Business Customer

The Hong Kong Designated Business Customer hereby warrants and represents that it is engaged in (i) commercial retail, (ii) catering, (iii) accommodation, (iv) transportation services, (v) communications services, (vi) medical services, or (vii) educational services, and all RMB funds deposited or exchanged are the normal receipts from such business in Hong Kong.

The Hong Kong Designated Business Customer hereby acknowledges that if, in the opinion of the Bank, the RMB funds deposited or exchanged is not commensurate with the stated scope and normal course of the business of the Hong Kong Designated Business Customer, the Bank may refuse to accept any RMB deposit or part of it or at any time by notice to the Hong Kong Designated Business Customer close the RMB DBC Accounts. The Hong Kong Designated Business Customer undertakes to notify the Bank in writing promptly if it is no longer engaged in any of the above businesses without any liabilities whatsoever.

### 6. General

- (a) Notwithstanding anything herein contained to the contrary, the Bank shall, at its sole and absolute discretion at any time and from time to time, **without liability to the Customers**, have the rights : (i) to amend, revise, add, vary, supplement or otherwise change such terms and conditions, specifications (including fees and charges) and information applicable to the RMB Accounts, and such amendments, revisions, additions, variations, supplements or changes shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customer absolutely; and/or (ii) to refuse, terminate, suspend, withdraw, modify, cancel or vary the provision of any Services (or any part thereof) to the Customer and/or to freeze, suspend, close, cancel any RMB Account without prior notice and without giving any reasons.
- (b) Without prejudice to Clause 6(a) above, the Bank reserves the right at any time to terminate the provision of any Services, freeze or suspend or close or cancel any RMB Account and/or transfer or convert any amount in any RMB Account in order to comply with the Bank's agreements with the clearing bank or any domestic agent bank in Mainland China and the applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) without prior notice, except as may be otherwise therein required, and the Customer shall agree to be bound by the same.

- (c) The scope and eligibility requirements of the Services in relation to RMB and/or the RMB Accounts are subject to the applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) as issued or promulgated by the relevant governmental and regulatory authorities in Hong Kong and Mainland China, the Bank's respective agreements with the clearing bank and domestic agent banks in Mainland China and all the terms and conditions from time to time issued by the Bank applicable to such Services and/or RMB Accounts.
- (d) The Customer expressly authorizes the Bank without prior notice and without giving any reasons (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank considers appropriate for the purpose of verification of the same; (ii) to disclose and/or report all or any data and information relating to or in connection with the Customer, any of the Customer's RMB Account and any Services provided to the Customer, and any of the Customer's transactions and dealings (including but not limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank, any relevant regulatory or governmental or semi-governmental agencies or authorities or organizations, within or outside Hong Kong, or any domestic agent banks in Mainland China, and (iii) to disclose any information or data concerning the Customer, its affairs, accounts, transactions and dealings to any of the Bank's branch, subsidiary, associated company or affiliate if the Bank shall determine at its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is in the interest of the Bank or is otherwise required by the applicable laws, regulations, code, guidelines and the like (whether or not having the force of law). **The Customer agrees that the Bank and any of the above entities shall not be liable to the Customer for such disclosure or exchange in accordance with this Clause 6(d).**
- (e) The termination of Services (or any part thereof) or the closure of any of the RMB Accounts shall not affect or terminate the Customer's authorization to disclose or exchange information in the possession of the Bank at the date of termination or closure.
- (f) The Customer shall provide to the Bank's satisfaction within the time specified by the Bank all such information and documents (including originals) as requested by the Bank from time to time for the purpose of monitoring the proper use of the RMB Accounts by the Customer.
- (g) The Bank reserves the right to charge any fees and charges from time to time and the same shall be revised by the Bank at its sole discretion. Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to debit any account of the Customer for the settlement of fees and charges.
- (h) The Customer represents, warrants and undertakes that:
  - (i) all information and documents provided to the Bank by or on behalf of the Customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
  - (ii) it shall at all times observe and comply with all applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) and such terms and conditions from time to time in force; and
  - (iii) it shall inform the Bank in writing promptly if any of the above representations and warranties made or deemed to be made by the Customer transpires to be or shall become untrue or inaccurate in any respects.

The representations and warranties contained in this Clause 6(h) shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the RMB Accounts and/or Services (or any part thereof) and any related services.

- (i) **The Customer shall indemnify and keep the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs reasonably incurred), expenses of whatsoever nature which may be incurred or sustained by the Bank arising out of or in connection with (i) any breach or non-performance by the Customer of any of such terms and conditions; (ii) any representations, warranties, information or documents provided to the Bank from time to time by or on behalf of the Customer being found or reasonably suspected to be untrue or incorrect or misleading or deceptive; (iii) any misuse of the RMB Accounts; (iv) the Bank's provision of or refusal to provide any Services to the Customer; and/or (v) the exercise or preservation of the Bank's powers, rights and remedies; save and except to the extent directly due to the negligence, fraud or willful misconduct of the Bank. This indemnity shall be an obligation of the Customer independent of and in addition to its other obligations to the Bank.**
- (j) **The Customer agrees that the Bank, its staff, agents and correspondents shall not be liable to the Customer for any action taken or not taken by them or either of them unless directly caused by their negligence, fraud or willful misconduct. Without prejudice to the generality of the foregoing, the Bank shall not be liable to the Customer for any action taken or not taken by the Bank (i) in the exercise of any of its rights, powers, discretion and remedies and/or (ii) for the compliance of any applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) and/or the agreements with the clearing bank or any domestic agent banks in Mainland China, even though any such action or inaction may be detrimental to the Customer's interest.**
- (k) The benefits and rights of the Customer are not transferable.

## Personal Renminbi Current Account

### Applicable Terms and Conditions

Personal Renminbi Current Account services and all related services are subject to

- i. these terms and conditions herein ("Terms and Conditions-RMBPCA"); and
- ii. the "Terms and Conditions for All Accounts and Related Services" in force from time to time (including the section of "Current Account (HKD+USD)" in Schedule I thereof and
- iii. all other terms and conditions in agreements, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Services.

In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions- RMBPCA, the relevant "Terms and Conditions for All Accounts and Related Services" and the other terms and conditions mentioned under (iii) above, these Terms and Conditions-RMBPCA shall prevail to the extent of the conflict or inconsistency.

### Definitions and Interpretation

1. (a) In these Terms and Conditions-RMBPCA :

"Customer" means an individual customer whose name the RMB Current Account is opened and maintained and includes its lawful successor;

"Renminbi Services" means any banking services or other services in relation to RMB provided by the Bank (whether under the RMB Current Account or otherwise) to the Customer from time to time at sole and absolute discretion of the Bank;

"RMB Current Account" means the Personal Renminbi Current Account opened, operated and maintained by a Customer with the Bank.

- (b) Unless the context otherwise requires, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Accounts and Related Services".

### Personal Renminbi Current Account

2. An individual who is over 18 (whether he is a holder of a Hong Kong Identity Card or not) and maintained a RMB savings account with the Bank may open a RMB Current Account.
3. Unless otherwise agreed by the Bank, the Customer may only maintain one RMB Current Account with the Bank at any time. The Bank reserves the right not to open any RMB Current Account for the Customer without giving any reason and without any liability.
4. No interest is payable on the credit balance in the RMB Current Account.
5. No currency conversion is allowed to be made through the RMB Current Account by the Customer.
6. Deposit into the RMB Current Account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by transferring Renminbi funds from any another RMB accounts, depositing RMB cheques issued in Hong Kong or by such other method as the Bank may from time to time stipulate at its sole discretion. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the RMB Current Account or other accounts maintained with the Bank with items which are subsequently returned unpaid.
7. No RMB coins are accepted for deposit into the RMB Current Account.
8. No overdraft facilities will be granted and no overdrawing is permitted in respect to the RMB Current Account.
9. The Bank shall be entitled to return or dishonor any cheque at its absolute discretion if (a) the monies standing to the credit of the RMB Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque. **Notwithstanding the aforesaid, the Bank shall be entitled (but not obliged) to deduct any amount from the RMB savings account or any other accounts for the settlement of the cheque if there is insufficient fund in the RMB Current Account. In these events, a fee or charge shall be charged to the Customer.**
10. For the purpose of settling the obligations and liabilities of the Customer under these Terms and Conditions-RMBPCA, the Bank is authorized to carry out any currency conversion as the Bank may consider necessary (whether from any amount held in other account in other currency to RMB or otherwise) at such rate as determined by the Bank absolutely and the cost of such conversion shall be borne by the Customer.
11. The Customer may transfer RMB funds from his/her RMB Current Account to another RMB account whether it is under the same name, within the same bank or not, including interbank fund transfer via RMB Real Time Gross Settlement System.
12. No cash cheques may be drawn on the RMB Current Account. All cheques issued under the RMB Current Account must be drawn in RMB, crossed and marked account-payee only. All cheques are non-transferable.
13. The Customer is not permitted to withdraw RMB banknotes from the RMB Current Account by presenting cheques in Hong Kong Special Administrative Region and/or any of the Bank's branches in Mainland China.
14. The Customer may draw cheques on the RMB Current Account to pay for consumer expenses within the Guangdong Province (including Shenzhen) in Mainland China or for such other purposes as the Bank may specify from time to time. The total amount of cheques drawn by the Customer under the RMB Current Account on any day is subject to a limit, if any, from time to time specified by the Bank. The Bank is authorized, at its absolute discretion and without prior notice to the Customer and without any liability to the

Customer, not to pay any or all of the cheques presented on the same day. If the Bank chooses to pay any of them, the same shall be paid in such order as may be determined by the Bank in its absolute discretion so that the total sum paid on such day will be kept within such limit; but if the Bank chooses not to pay, the Bank is authorized to return any one or all presented cheques.

15. Renminbi cheques shall be used in such manner in accordance with the rules and regulations as from time to time advised by the Hong Kong Monetary Authority, the clearing bank and any other authorities, and their use is also subject to the laws and regulations of the place concerned, and the conditions, rules and procedures of the persons or banks to which the cheque is to be delivered or presented and the rules and restrictions as the Bank may impose from time to time.
16. In connection with any banking transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Customer acknowledges that the operation of the RMB clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
17. Clause 6 (General) of the "Renminbi Account" under "Schedule I : Deposit Services" of the "Terms and Conditions for All Accounts and Related Services", mutatis mutandis, shall apply to these Terms and Conditions-RMBPCA whereby references to the following terms in the said Clause 6 shall have the following meanings:
  - (a) "Customer" includes a Customer as herein defined;
  - (b) "RMB Account" or "RMB Accounts" includes the RMB Current Account as herein defined;
  - (c) "Services" includes the Renminbi Services as herein defined; and
  - (d) "these terms and conditions" includes these Terms and Conditions-RMBPCA.
18. These Terms and Conditions-RMBPCA shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.
19. Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.



## Corporate Renminbi Account

### Applicable Terms and Conditions

Renminbi Services (as defined below) and all related services are subject to

- (i) these terms and conditions herein (“**Terms and Conditions-RMCRA**”);
- (ii) the “Terms and Conditions for All Accounts and Related Services” in force from time to time (including the section of “Current Account (HKD+USD)” in Schedule I thereof but excluding the section of “Renminbi Account”); and
- (iii) all other terms and conditions in agreements, facility letters, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Services.

In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions- RMCRA, the relevant “Terms and Conditions for All Accounts and Related Services” and the other terms and conditions mentioned under (iii) above, these Terms and Conditions-RMCRA shall prevail to the extent of the conflict or inconsistency.

### Definitions and Interpretation

1. Unless the context otherwise requires, the terms and expressions used herein shall bear the following meanings:

“Applicable Regulations”	means any law, regulation, order, rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any government, regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the Mainland China) applicable from time to time to the Bank;
“Bank”	means OCBC Bank (Hong Kong) Limited, which includes all its branches and offices wherever situated and its successors and assigns;
“Customer”	means the corporate customer in whose name the Renminbi Savings Account and/or the Renminbi Current Account is opened and includes its lawful successor;
“RMB”	Renminbi (“ <b>RMB</b> ”) means the legal currency of the Mainland China for the time being;
“Renminbi Current Account”	means the RMB current account opened and maintained by the Customer with the Bank;
“Renminbi Savings Account”	means the RMB savings or deposit account including Renminbi Statement Savings Account, Renminbi Passbook Savings Account and Renminbi Time Deposit Account opened and maintained by the Customer with the Bank;
“Renminbi Accounts”	means the Renminbi Current Account and the Renminbi Savings Account, and “Renminbi Account” means either of them;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People's Republic of China;
“Hong Kong dollar” or “HKD”	means the lawful currency of Hong Kong for the time being;
“Mainland China”	means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);
“Renminbi Services”	means any banking services or other services provided by the Bank to the Customer as permitted by the Applicable Regulations in relation to RMB from time to time, subject to the agreements between the Bank and the clearing bank or the domestic agent bank(s) in Mainland China;
“Business Day”	means a day on which the Bank is open to the general public for business in Hong Kong (excluding Saturday, Sunday and public holiday);

### Renminbi Current Account and Renminbi Savings Account

- 2. Any Customer may apply for the opening or activation of Renminbi Savings Account(s) and/or Renminbi Current Account(s) with the Bank to enjoy the Renminbi Services. However, the Bank is entitled to decline or reject any such application without giving any reason.
- 3. Subject to any further applicable terms and conditions, overdraft facility may be granted in respect of Renminbi Current Account and Renminbi Statement Savings Account.
- 4. Subject to any further applicable terms and conditions, overdraft may be allowed in respect of any Renminbi Current Account and Renminbi Statement Savings Account.
- 5. Interest is payable on the credit balance in the Renminbi Savings Account at such rate as determined by the Bank from time to time. No interest is payable on the credit balance in the Renminbi Current Account.
- 6. **If any Renminbi Account remains inactive for a long period of time (to be determined by the Bank at its absolute discretion, currently one year) and the credit balance in such Renminbi Account is below such amount as may be specified by the Bank from time to time, the Bank may carry out special administrative procedure (such as restricting transactions, stop computing interest, etc.) and/or impose service charges in such amount as determined by the Bank at its absolute discretion before the Customer can resume any activity in relation to such account.**
- 7. **The Bank is authorized to deduct any fees and charges payable to the Bank from any account maintained by the Customer with the Bank.**

8. The Customer may deposit (i) RMB banknotes, or (ii) RMB that is converted from HKD equivalent or other currency at the Bank's prevailing exchange rate, or (iii) RMB Cheques issued in Hong Kong or any other places as specified by the Bank from time to time, into any Renminbi Account. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the Renminbi Current Account with items which are subsequently returned unpaid.

If at any time any RMB banknotes deposited into any of the Renminbi Accounts of the Customer is found or suspected to be counterfeit notes, without prejudice and in addition to any rights of the Bank, the Bank shall have the rights and is authorized by the Customer, without notice and without liability, to debit any account held by the Customer with the Bank the same amount of RMB or an amount in other currency equivalent to the amount of such banknote(s) calculated based upon the exchange rate determined by the Bank at its absolute discretion and to report to the relevant authorities. **The Customer shall indemnify the Bank against all losses, damages, actions and claims directly or indirectly arising out of or in connection with such banknotes and all actions taken by the Bank in relation thereto.**

9. No RMB coins are accepted for deposit into any Renminbi Account.
10. The Bank shall be entitled to return or dishonour any cheque at its absolute discretion if (a) the monies standing to the credit of the Renminbi Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque. Notwithstanding the aforesaid, the Bank shall be entitled (but not obliged) to deduct any amount from the Renminbi Savings Account for the settlement of the cheque if there is insufficient fund in the Renminbi Current Account. **In these events, a fee or charge shall be charged to the Customer.**
11. No cash cheques may be drawn on the Renminbi Current Account. All cheques issued under the Renminbi Current Account must be drawn in RMB, crossed and marked account-payee only and is non-transferable.
12. The Customer is not permitted to withdraw RMB banknotes from the Renminbi Current Account by presenting cheques within Hong Kong.
13. A cheque should be presented for payment within six months after its date of issue; otherwise, the Bank will dishonour the cheque with the answer "Out of date".
14. Withdrawals from the Renminbi Savings Account may not be made by cheque or other financial instrument but only by instructions given in such form (and subject to such terms, if any) as the Bank may prescribe.
15. Withdrawals of RMB banknotes from any Renminbi Account are subject to availability of the banknotes in question in the relevant office. In addition, withdrawals of RMB in large amounts (as may be determined by the Bank from time to time) are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary.
16. Withdrawals at the counter may be made by the Customer on demand in the hours during which such branches as designated by the Bank from time to time are open for business on production of appropriate authority, subject to these Terms and Conditions-RMBCRA. Any payment made by the Bank to a person producing appropriate authority and/or withdrawal form purporting to be signed as authorized by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or any other party.
17. **The Bank will charge commission for RMB banknotes deposited to/withdrawn from any Renminbi Account if the amounts deposited/withdrawn exceed the daily limit set by the Bank from time to time. Additionally, the Bank reserves the right to levy a charge for deposit to/withdrawal from any Renminbi Account of RMB banknotes (regardless of amount).**

## General Information

18. These Terms and Conditions-RMBCRA, specifications (including fees and charges) and information applicable to any Renminbi Account and Renminbi Services are to be determined and may be amended, revised, added or varied or changed by the Bank from time to time at its absolute discretion. Such terms and conditions, specifications and information and their amendments, revisions, additions, variations or changes shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customer absolutely.
19. Without prejudice to Clause 21 herein, the Bank reserves the right at any time to terminate the provision of any Renminbi Services, freeze or suspend or close or cancel any Renminbi Account and/or transfer or convert any amount in any Renminbi Account in order to comply with the Bank's agreements with the clearing bank or any domestic agent bank in Mainland China and the Applicable Regulations without prior notice, except as may be otherwise required in the Applicable Regulations, and the Customer shall agree to be bound by the same.
20. The Customer expressly authorizes the Bank without prior notice and without giving any reasons (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank considers appropriate for the purpose of verification of the same; (ii) to disclose and/or report all or any data and information relating to or in connection with the Customer, any of the Customer's Renminbi Account and any Renminbi Services provided to the Customer, and any of the Customer's transactions and dealings (including but not limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank, any relevant authorities or organizations within or outside Hong Kong as required by the Bank's agreements with the clearing bank, or any domestic agent banks in Mainland China, and (iii) to disclose any information or data concerning the Customer, its affairs, accounts, transactions and dealings to any of the Bank's branch, subsidiary, associated company or affiliate if the Bank shall determine in its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is otherwise required by the Applicable Regulations. The Customer agrees that the Bank and any of the above entities shall not be liable to the Customer for such disclosure or exchange in accordance with this Clause 20.

The termination of Renminbi Services (or any part thereof) or the closure of any of the Renminbi Accounts shall not affect or terminate the Customer's authorization to disclose or exchange information in the possession of the Bank at the date of termination or closure.

21. Notwithstanding anything herein contained to the contrary, the Bank shall, at its sole and absolute discretion at any time and from time to time without liability to the Customer, have the right to refuse, terminate, suspend, withdraw, modify, cancel or vary the provision of any Renminbi Services (or any part thereof) to the Customer without prior notice and without giving any reasons.
22. In connection with any banking transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Customer:
- (I) acknowledges that the operation of the RMB clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time); and
  - (II) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit or special, indirect or consequential loss) even if the Hong Kong Monetary

Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:

- (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the RMB clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any such Member) of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them;
- (ii) without prejudice to (i) above, the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules (including without the limitation the Operating Procedures referred to therein) (as the same may be modified from time to time).

23. The Customer agrees that:

- (I) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the Renminbi Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (II) the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).

24. Without prejudice to Clause 21 above, the Customer may request for the Renminbi Services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Customer shall give instructions or the Bank shall provide the Renminbi Services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi Services.

25. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.

26. If the Bank provides any service to the Customer for the exchange of RMB to HKD or other freely convertible currencies (acceptable to the Bank) or vice versa, it shall be done **at such exchange rate as determined by the Bank** at its absolute discretion and subject to such terms as prescribed by the Bank. The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates and agrees that **the Bank shall not be liable for any losses and damages arising out of and in relation to the exchange of RMB, including without limited to:**

- (I) any change in Applicable Regulations which prohibits the exchange of RMB; or
- (II) the Bank's inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.

27. The Customer represents, warrants and undertakes that :

- (I) all information and documents provided to the Bank by or on behalf of the Customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
- (II) it shall at all times observe and comply with all Applicable Regulations applicable to it and these Terms and Conditions-RMBCRA from time to time in force; and
- (III) it shall inform the Bank in writing promptly if any of the above representations and warranties made or deemed to be made by the Customer transpires to be or shall become untrue or inaccurate in any respects.

The representations and warranties contained in this Clause 27 shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Renminbi Accounts and/or Renminbi Services (or any part thereof) and any related services.

28. **The Customer shall indemnify and keep the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs reasonably incurred), expenses of whatsoever nature which may be incurred or sustained by the Bank arising out of or in connection with (i) any breach or non-performance by the Customer of any of these Terms and Conditions-RMBCRA; (ii) any information or documents provided to the Bank from time to time by or on behalf of the Customer being found or reasonably suspected to be untrue or incorrect or misleading or deceptive; (iii) any misuse of the Renminbi Accounts; (iv) the provision or refusal to provide the Renminbi Services to the Customer; and/or (v) the exercise or preservation of the Bank's powers, rights and remedies. This indemnity shall be an obligation of the Customer independent of and in addition to its other obligations to the Bank.**

29. **The Customer agrees that the Bank, its staff, agents and correspondents shall not be liable to the Customer for any action taken or not taken by them or either of them unless directly caused by their negligence or willful misconduct. Without prejudice to the generality of the foregoing, the Bank shall not be liable to the Customer for any action taken or not taken by the Bank (i) in the exercise of any of its rights, powers, discretion and remedies and/or (ii) for the compliance of any Applicable Regulations and/or the agreements with the clearing bank or any domestic agent banks in Mainland China, even though any such action or inaction may be detrimental to the Customer's interest.**

30. These Terms and Conditions-RMBCRA shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts. Without limiting the generality of the foregoing, all Renminbi Accounts, the interest thereon, deposit charges and other matters relating thereto shall be governed by the laws of Hong Kong, and the Bank's by-laws, policies, regulations and practices (as amended, enacted or adopted from time to time).

31. Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

## Integrated Account

### 1. Applicable Terms and Conditions

Integrated Account and all services and products from time to time offered by the Bank under or in connection with the Integrated Account are subject to:-

- (a) these terms and conditions herein ("Terms and Conditions");
- (b) the "Terms and Conditions for All Accounts and Related Services" in force from time to time; and
- (c) all other specific terms and conditions in agreements, account opening and other documentation applicable respectively to particular services and facilities offered from time to time under or in connection with the Integrated Account.

In the event of any conflict or inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, the terms shall prevail in the following order to the extent of the conflict or inconsistency: (i) the specific terms and conditions as mentioned under (c) above, (ii) these Terms and Conditions; and (iii) the "Terms and Conditions for All Accounts and Related Services".

### 2. Definitions and Interpretation

In these Terms and Conditions:-

- 2.1 "Customer" means the customer in whose name the Integrated Account is opened and maintained, and includes its lawful successor.
- 2.2 "Integrated Account" means the deposit account opened with the Bank by the Customer in accordance with these Terms and Conditions comprising statement savings account, time deposit account, current account, of different currencies and such other accounts types and currencies as may be specified by the Bank from time to time in its absolute discretion. The Bank reserves the right to vary or specify at any time and from time to time the types (and/or currencies) of the accounts that may be opened under an Integrated Account in its absolute discretion.
- 2.3 "Master Account" means the Integrated Account opened by the Customer with the Bank including, where the context requires, a reference to any and each of the accounts opened under the Master Account.
- 2.4 Unless the context otherwise requires or expressly provided otherwise herein, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Accounts and Related Services".

### 3. Integrated Account

- 3.1 Subject to Clause 3.4 and such terms and conditions as specified by the Bank from time to time, the Customer may apply to open or activate an Integrated Account by giving instruction to the Bank in such manner and by such means or medium as may be specified by the Bank from time to time.
- 3.2 Applicants who are individuals must be over 18 to open an Integrated Account. All applicants must also fulfill the relevant criteria and requirements for each individual account comprised in the Integrated Account as specified by the Bank from time to time.
- 3.3 Unless otherwise agreed by the Bank, the Customer may only maintain one Integrated Account with the Bank at any time.
- 3.4 The Bank may in its sole and absolute discretion refuse to open or activate any Integrated Account or any account comprised in the Integrated Account for any customer without giving any reason and without any liability.
- 3.5 Unless the Bank specifies or determines otherwise, each account comprised in the Integrated Account will be operated in the same way as the account type to which it belongs and provided for in the "Terms and Conditions for All Accounts and Related Services" and any other applicable terms and conditions. Notwithstanding the aforesaid, the Bank reserves the right to specify or vary the way that instructions for the operation of the accounts comprised in the Integrated Account have to be given to the Bank.
- 3.6 In the event that the Customer has not specified the relevant account(s) to be credited or debited in order to effect any transaction(s) on the Master Account, the credit or debit will be entered by the Bank in the statement savings account comprised in the Integrated Account, provided that, if the transaction is in foreign currency, entries will be made in the relevant foreign currency statement savings account comprised in the Integrated Account.
- 3.7 In respect of any current account(s) comprised in the Integrated Account, the Customer shall specify the relevant individual account number of such current account to effect any transaction(s) on such current account.
- 3.8 Notwithstanding anything herein contained to the contrary, the Bank may act or refuse to act on an instruction in accordance with the "Terms and Conditions for All Accounts and Related Services" and any other applicable terms and conditions.
- 3.9 The Bank shall be entitled to supply or make available to the Customer consolidated statements of the Integrated Account at monthly intervals, or at such regular intervals as determined by the Bank from time to time. All references to 'statement of account' in the "Terms and Conditions for All Accounts and Related Services" shall include such consolidated statements.
- 3.10 The Customer agrees that the consolidated statement of the Integrated Account may also include consolidated statement of all or such Sub-Accounts (if any) as the Bank may determine at its sole discretion. For the purpose of the consolidated statement of the Integrated Account, "Sub-Account" shall mean any deposit accounts (other than those deposit accounts comprised in the Integrated Account), currency-linked deposit accounts, gold accounts, investment accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts opened and held by the Customer with the Bank in identical composition and identity and in the same capacity as that of the Master Account before, on or after the date of the opening of the Master Account, including all the accounts linked under other consolidated statement service provided by the Bank under the "Terms and Conditions for All Accounts and Related Services". The Bank reserves the right not to include any Sub-Account in the consolidated statement of the Integrated Account.

- 3.11 The Customer may request the Bank to exclude or de-link any Sub-Accounts (other than an investment account, an instalment loan account, a credit card account, a private label card account or a loan card account) from the consolidated statement of account of the Integrated Account, whereupon individual separate account statement for each such excluded or delinked Sub-Account shall be sent to the Customer at the correspondence address under each such excluded or delinked Sub-Account or made available to the Customer via other electronic means as the Bank considers appropriate.
- 3.12 The Customer agrees that unless otherwise agreed by the Bank in its absolute discretion, in opening an Integrated Account he will not be eligible to apply for and (if already applied for) will terminate forthwith any other consolidated statement service provided by the Bank under the "Terms and Conditions for All Accounts and Related Services".
- 3.13 The Bank shall be entitled to prescribe, from time to time, service fees and charges payable in connection with the Integrated Account. The Customer authorizes the Bank to debit such service fees and charges from the Hong Kong Dollar statement savings account comprised in the Integrated Account. **The Customer further agrees that the Bank is authorized to debit any unpaid service fees and charges out of any other account comprised in the Integrated Account or any other account of the Customer maintained with the Bank.**
- 3.14 The minimum initial deposit requirement is also applicable upon the opening of an Integrated Account and may be fulfilled by the Customer's crediting the prescribed amount with the Hong Kong Dollar statement savings account comprised in the Integrated Account or in such other manner as prescribed by the Bank from time to time.
- 3.15 Any references to "account" in the "Terms and Conditions for All Accounts and Related Services" (including without limitation Clause 3.4 thereof in respect of the Bank's right of set off), shall include the Master Account and each account comprised in the Integrated Account.
- 3.16 The Bank may close or freeze the Master Account and/or any of the accounts comprised in the Integrated Account or suspend or terminate any services made available to the Customer under the Integrated Account in accordance with the "Terms and Conditions for All Accounts and Related Services" and any other applicable terms. Except in the case of closure of the Master Account, any account comprised in the Integrated Account which is not closed shall continue to be governed by these Terms and Conditions.
- 3.17 Notwithstanding anything herein contained to the contrary, the Bank may in its sole and absolute discretion at any time and from time to time vary, cancel or terminate any of the services made available under the Integrated Account or reduce or revise the scope thereof without liability to the Customer.

#### **4. Miscellaneous**

- 4.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.
- 4.2 Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

## Integrated Account/OCBC Premier Banking service

### 1. Nomination of Primary Account

The Customer agrees to nominate a Primary Account at the time of subscription of Integrated Account or OCBC Premier Banking service.

- the consolidation of monthly statements of all Sub-Accounts into a Consolidated Statement will be sent or made available to the Customer every month or at regular intervals as determined by the Bank from time to time;
- **the Bank to debit service fees, if any, out of the Primary Account;**
- The Bank has the sole and absolute discretion to provide or make available to the Customer the statement in whatever form and by whatever means. Without prejudice to the generality of the aforesaid, the Bank may:-
  - (1) use the correspondence address of the Primary Account for communication with the Customer, including the posting of monthly Consolidated Statement and any time deposit confirmation provided under the specific time deposit account; and
  - (2) use the correspondence address of either the Primary Account or time deposit account opened via the Bank's Telematic service for sending statement to the Customer.

### 2. Automatic Linking of Sub-Accounts for Integrated Account/OCBC Premier Banking service

- (a) Notwithstanding anything in these Terms and Conditions which provides to the contrary or otherwise:-
  - (i) each of the deposit accounts, currency-linked deposit accounts, equity-linked deposit accounts and gold accounts which is opened on or after 3rd July 2007 (the "Effective Date") and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account or OCBC Premier Banking service shall be automatically linked as the Sub-Account for Integrated Account or OCBC Premier Banking service upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Premier Banking service (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion; and
  - (ii) with effect from the Effective Date, each of the investment accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts opened either before, on or after the Effective Date and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account or OCBC Premier Banking service shall be automatically linked as the Sub-Account for Integrated Account or OCBC Premier Banking service upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Premier Banking service or (3) the Effective Date (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion.
- (b) For the avoidance of doubt, the "Primary Account" in Clauses 2(a)(i) and (ii) refers to any Primary Account already in existence on the Effective Date for Integrated Account or OCBC Premier Banking service or any Primary Account which is nominated as such for Integrated Account or OCBC Premier Banking service at any time on or after the Effective Date.

### 3. De-linking of Primary Account/Sub-Account

The Customer may instruct the Bank to de-link one or more Sub-Accounts from the Integrated Account or OCBC Premier Banking service provided that such Sub-Account to be de-linked must not be an investment account, an instalment loan account, a credit card account, a private label card account or a loan card account and that:-

- (a) if the Sub-Account is the Primary Account, de-linking of such Sub-Account will only be allowed if an alternative Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account is nominated as the new Primary Account or upon termination of the Integrated Account or OCBC Premier Banking service; and
- (b) once de-linked, the Customer agrees to reinstate the correspondence address provided under each de-linked Sub-Account for receiving individual account statement.

## Schedule II : eBanking Services

### 1. Personal Identification Number (PIN) and E-Banking Identification Number

- 1.1 The Bank shall supply the Customer with eBanking Identification Number (“User ID” in case of Internet Banking and Mobile Banking and “Telematic Code” in case of Telematic Banking) and initial Personal Identification Number (PIN) for eBanking Services separately.

#### In respect of e-Banking services for personal customers:

- (a) For individual account, the owner of the account shall have to apply.
- (b) For joint account, each account holder shall have to apply individually and the application(s) must be signed by all the account holders accordingly. Initial PIN and eBanking Identification Number will be provided by the Bank to each of the account holders separately. For the avoidance of doubt, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be jointly and severally binding on each and every one of the account holder.

#### In respect of e-Banking Services for business customers:

- (a) For proprietorship account, the owner of the account shall have to apply. For the avoidance of doubt, the proprietor carrying on business in the name of the Customer now or at any time hereafter shall be responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be binding on the proprietor.
- (b) For partnership account, the Authorized Person and the Primary User shall be nominated from the partners, each nominated party shall have to apply individually and each application must be signed by all partners accordingly. Initial eBanking Identification Number and PIN will be provided by the Bank to each of the applicants separately. For the avoidance of doubt, each and every one of the partner carrying on business in the name of the Customer now or at any time hereafter shall be jointly and severally responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be jointly and severally binding on each and every one of the partners.
- (c) For limited company account, the Authorized Person and each Primary User and Secondary User shall have to apply individually. Initial eBanking Identification Number and PIN will be supplied by the Bank to each of them separately.

For the purpose of business e-Banking Services

“Approval Matrix” means a matrix indicates the approval group, and the group or combination of groups required for approving different transaction values within the transaction limit as prescribed by the Bank from time to time.

“Primary User” means any person designated and authorized by the Authorized Person to administer the Business eBanking Services as well as to administer the Secondary User;

“Secondary User” means any person designated and authorized by the Authorized Person to use the Business eBanking Services according to the Approval Matrix given to the Bank by the Authorized Person.

- 1.2 The Customer may request to set the initial PIN himself in such manner as the Bank may from time to time specify. The Customer may also request alteration of the User ID of Internet Banking and/or PIN at any time. For the purpose of these Terms and Conditions, the terms “User ID of Internet Banking” and “PIN” shall be the User ID of Internet Banking and PIN currently supplied by the Bank to the Customer or so set by the Customer or the approved alteration.
- 1.3 The Customer acknowledges that the device, eBanking Identification Number, PIN, password, other secret code and/or user identification are confidential and he has the obligation to take reasonable steps to keep the same secure and safe. The Customer shall be held liable for all losses if he has acted fraudulently or with negligence such as failing to properly safeguard such device, eBanking Identification Number, PIN, password, other secret code and/or user identification. The Customer is responsible to keep secure and to take all necessary precautions to maintain adequate security of the same. The Customer hereby agrees and acknowledges that the use of eBanking Services by any person (whether authorized by the Customer or not) with such device, eBanking Identification Number, PIN, password, other secret code and/or user identification shall constitute and be deemed the use of eBanking Services by the Customer.
- 1.4 (a) The Customer shall notify the Bank as soon as reasonably practicable after the Customer finds or believes that the eBanking Identification Number, PIN, device, password, other secret code and/or user identification have been compromised, lost or stolen, or that unauthorized transactions have been conducted over the accounts and shall confirm the same in writing. The Customer shall change the PIN, password and/or other secret code as soon as possible.
- (b) Until the Bank has received such notification the Customer shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages reasonably incurred by it in respect of any use of eBanking Services whether authorized by the Customer or not. However if no effective and convenient facilities are provided by the Bank during particular periods, the Bank may be liable for any losses due to non-notification, provided that the Customer shall notify the Bank within a reasonable time after the facilities have become available again.

### 2. ACKNOWLEDGMENT AND AGREEMENT

- 2.1 The Customer understands and acknowledges that eBanking Services are provided as additional services in relation to his banking transactions with the Bank and shall not be considered as a substitute for other accepted method of effecting banking transactions. The Customer is responsible to use other means of effecting banking transactions in the event that eBanking Services are not available for any reason whatsoever and shall have no claim whatsoever against the Bank.



- 2.2 The Customer acknowledges that any instruction to the Bank via eBanking Services shall operate as a request and mandate by the Customer to the Bank to act on the instruction. The Bank does not warrant that an instruction will be acted on until so executed by the Bank. The Customer further acknowledges that the Bank shall be entitled to act in accordance with its regular business practice and procedures and will only accept instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any instruction or to refuse to act on any instructions if, in its opinion, there are reasonable grounds for doing so. For the avoidance of doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omission on the part of the operator or manager of any such organization or system.
- 2.3 The Customer understands and agrees that he will check his instruction to ensure correctness before transmission via eBanking Services. The Customer acknowledges that he cannot countermand his instruction after his instruction has been received and executed by the Bank.
- 2.4 The Customer acknowledges that transactions involving transfer of funds between the Customer's accounts opened and maintained with the Bank on any day may at the discretion of the Bank be processed to the relevant account on the day of the transaction or the next Business Day.
- 2.5 The Customer acknowledges that for each instruction, the Bank shall transmit a confirmation through the electronic delivery channel upon receipt of the said instruction. The Customer is responsible for ensuring that the confirmation agrees with the said instruction given and shall transmit a re-confirmation within the time as specified by the Bank from time to time. The Customer understands that the said re-confirmation shall then be treated as final and conclusive evidence of the said instruction, and that without such re-confirmation the Bank shall not process the said instructions.
- 2.6 The Customer acknowledges that confirmation on the transactions (including foreign currency trading, passbook gold trading, placement and uplift of time deposit) through eBanking Services may be provided or made available to the Customer by the Bank in its sole and absolute discretion in whatever form and by whatever means. The Customer is required to examine and report at once any errors found in such confirmation received or available from the Bank. In the absence of any objection to the Confirmation within 90 days after its receipt or availability from the Bank, such confirmation will be deemed to be confirmed and conclusive and binding upon the Customer and, without prejudice to the Bank's right to correct any errors contained therein at any time notwithstanding the aforesaid, the Customer shall be deemed to have agreed to waive any rights to raise any objections or pursue any remedies against the Bank in respect thereof.
- 2.7 The Customer acknowledges that the Bank's computer data records of eBanking transactions and messages (including applicable exchange rates) are, save to the extent of manifest error, conclusive and binding on the Customer. The Customer agrees that such records shall be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained therein, to the extent permitted by applicable laws.

### 3. AUTHORIZATION

The Customer shall irrevocably authorize the Bank to debit the Customer's accounts with the Bank the amount of any withdrawal, transfer and/or transaction effected via eBanking Services.

### 4. LIABILITIES OF THE BANK

#### 4.1 **The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:**

- (a) **failure of eBanking Services and inability to access in whole or in part to eBanking Services due to failure of computer, telecommunication, electrical or network failure.**
- (b) **delay in or failure of transmission owing to consequences arising from without limitation, failure of the Customer's mobile phone (or such other telecommunication equipment) to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure, malfunction, interruption or inadequacy of equipment or installation, act or omission of any telecommunication or other third party service providers, Act of God, government act, civil commotion, strike, war, fire, flood or explosion.**
- (c) **providing the eBanking Services according to the particulars provided to and registered with the Bank from time to time.**
- (d) **any leakage or loss of instruction or information relating to the Customer by any telecommunication company, equipment, device or intermediary through which the instruction or information passes.**
- (e) **any services provided by the relevant telecommunication or network provider to the Customer in respect of the Customer's mobile phone (or other telecommunication equipment) or the performance or suitability of such mobile phone (or other telecommunication equipment).**

**In the event of negligence or wilful default of the Bank, the Bank's liability to the Customer shall be limited only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.**

- 4.2 The Bank shall take all reasonable steps to ensure that information supplied by the Bank and made available via eBanking Services is correct and updated at regular intervals. The Customer hereby agrees and confirms that all information received via eBanking Services is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. Account statements showing transactions transacted through the account will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant account. To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.3 under the "Terms and Conditions for All Accounts and Related Services" (if applicable) the Bank shall not be liable for any liability or responsibility for the decision made, transactions carried out by the Customer by referring to those information provided except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officer, employees in the course of employment.
- 4.3 The Customer hereby releases the Bank from all liabilities and indemnifies the Bank against all actions, suits, costs, claims, demands, expenses, losses and liabilities reasonably incurred or suffered by the Bank and howsoever arising in consequence of or in any way related to :
- (a) the Bank's acting upon instructions transmitted via eBanking Services by the use of eBanking Identification Number, PIN, device, password, other secret code and/or user identification of the Customer whether or not these instructions shall have been made with the proper authority of the Customer if he has acted fraudulently or with negligence or has failed to comply with Clauses 1.3 and 1.4 hereof;



- (b) the incorrectness of any information supplied by the Bank to the Customer via eBanking Services caused by an act or omission or otherwise caused by the malfunction of any of the Bank's equipment, beyond the control of the Bank, unless reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank;
- (c) the Customer or any other person obtaining access via eBanking Services to information relating to the Customer or other person if such access was gained by the use of the eBanking Identification Number, PIN, device, password, other secret and/or user identification provided that the Bank shall have complied with its obligation stipulated in Clause 4.2 hereof.

## 5. LIABILITIES OF THE CUSTOMER

- 5.1 If the Customer has acted fraudulently or with negligence, the Customer will be responsible for all transactions effected at any time. **Such liability may arise if the Customer fails to take all reasonable steps to safeguard the secrecy of the eBanking Identification Number, PIN, device, password, other secret code and/or user identification and protect the same against theft or loss.**
- 5.2 Subject to the provisions hereof and in the absence of fraud or negligence on the part of its Customer, the Customer shall not be liable for unauthorized transactions performed through the eBanking Services due to
  - (a) a computer crime not prevented by the security system of the Bank, or
  - (b) a human or system error caused by the Bank, resulting in an improper transaction, leading to the lost or misplaced funds; or
  - (c) a missed or mis-directed payment caused by the Bank.

The Customer shall be entitled to reimbursement from the Bank for interest or late penalties incurred by the Customer for missed payments attributable to the foregoing clauses (a), (b) and (c). The Bank's liability shall be limited to the value of the relevant transactions or actual damage of the customer whichever is less. The Bank shall not be responsible for any indirect, special or consequential loss or damage.

## 6. DISCLOSURE OF INFORMATION

- 6.1 The Customer agrees and acknowledges that the Bank is authorized to disclose to the telecommunication company the messages sent by the Bank and such information regarding the Customer as may be necessary to enable the telecommunication company to provide the transmission service.
- 6.2 Without prejudice to the generality of the data policy of the Bank as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance, the Customer expressly authorizes the Bank to disclose and transfer to the officers, employees, business partners, information service providers, subsidiaries and agents of the Bank, the telecommunication company and any third party (within or outside the Hong Kong Special Administrative Region) concerned such personal data and other information relating to the Customer, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the eBanking Services.

## 7. EXPENSES AND CHARGES

- 7.1 **The Customer shall bear any fees, charges and expenses which may be imposed by the telecommunication company and/or Internet Service Provider providing or servicing his telecommunication equipment, Internet Access Equipment/device in connection with the eBanking Services, including but not limited to PNETS, IDD and roaming service fee, if any.**
- 7.2 **The Customer agrees to pay any and all fees as advised by the Bank from time to time in connection with the provision or use of eBanking Services and the Customer hereby authorizes the Bank to debit the Primary Account of the Customer with the amount of such fees. The fees applicable shall be payable in advance and are non-refundable.**

## 8. SUSPENSION AND TERMINATION SERVICE

- 8.1 The granting of access to eBanking Services shall be at the Bank's sole discretion and the Bank may suspend or terminate the eBanking Services in whole or in part or any part thereof at any time it deems fit and with or without prior notice to Customer as the Bank determines for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the telecommunication company and Internet Service Provider concerned in relation to their network. The Bank will not assume any liability or responsibility for any such suspension or termination.
- 8.2 The Bank reserves the right to suspend or terminate the provision of any access channels to eBanking Services upon but not limited to the request of the registered user of the mobile phone (or such other telecommunication equipment) with the telecommunication company at any time without giving any notice.
- 8.3 On the closure of a related account, access to that related account using eBanking Services will be terminated.
- 8.4 Subject to the aforesaid provisions, the Customer may terminate the use of eBanking Services at any time upon notification duly made to the Bank. The termination of eBanking Services will not terminate Customer's accounts with the Bank or affect any accrued rights and liability on the part of the Customer.

## 9. SERVICES CONDITIONS

- 9.1 The Bank will from time to time specify the scope of eBanking Services. The Bank reserves the right to modify, expand or reduce the scope of eBanking Services from time to time.
- 9.2 The Bank shall have the right to impose such restrictions as it thinks fit for efficient operation of eBanking Services and without prejudice to these conditions may notify the Customer of any minimum or maximum value of each request and mandate.
- 9.3 The Customer may obtain access to eBanking Services during the service hours as specified by the Bank from time to time. The Customer may also open Statement Account and Time Deposit Account via Internet Banking under the eBanking Services. The correspondence address of the new account shall adopt those of the

Primary Account of Internet Banking. In case where the Customer further instructs to link the new account under a valid Integrated Account or OCBC Premier Banking service, the correspondence address of the Primary Account of the Integrated Account or OCBC Premier Banking service shall apply instead.

- 9.4 Any order or instruction placed after the cut off time of the Bank which is currently set at 8:00p.m. (Hong Kong time) on any Business Day may at the absolute discretion of the Bank be deemed to be placed on the next Business Day (but excluding Saturday); the Bank reserves the right to change the cut off time with or without prior notice to the Customer as the Bank determines.

## **10. SECURITY DEVICE**

- 10.1 The Bank may require the Customer to use a one-time password generated by security device ("Security Code") to access eBanking services. It is solely the responsibility of the Customer to apply for such security device or a replacement of the same in case of loss or damage.
- 10.2 The Bank grants the Customer the rights to use the security device provided by the Bank from time to time for its intended purpose. The security device shall remain the property of the Bank.

## **11. FOREIGN CURRENCY AND GOLD BUY OR SELL SERVICE**

"Foreign Currency and Gold Buy or Sell Order" is part of the eBanking Services which allows Customer to place an advance order to the Bank to buy a particular type of currency or gold from the Bank or to sell a particular type of currency or gold to the Bank.

- 11.1 The Customer understands and agrees that the acknowledgment of an order shall not constitute as the Bank's acceptance of an order at the rate specified by the Customer, such rate serves as an indication to the Bank the highest buy rate or the lowest sell rate of the order.
- 11.2 The Customer agrees that once the order has been acknowledged by the Bank, the Bank will withhold the amount of currency or quantity of gold to be sold from the relevant account as indicated by the Customer until such order has been executed by the Bank or revoked by the Customer through the eBanking Services prior to the execution of the order. Should the available balance of the account with withheld amount or quantity show inadequacy to meet any payment on demand, the Bank may at its sole discretion not to honour such demand and without prior notice to the Customer. The Customer agrees to release the Bank from any liability and indemnifies the Bank against all actions, losses, suits, costs, claims, demands, expenses whatsoever reasonably incurred or suffered by it arising thereof.
- 11.3 Orders will only be executed from Monday to Friday during the service hours of the Bank when the Bank's rate quotation for such currency or gold is available at the time and in accordance with Clauses 11.4 and 11.5 hereinafter mentioned.
- 11.4 When the Bank's selling rate is equal or lower than the rate specified in any buy order, on the first occurrence of such event, the Bank will apply such rate to the order.
- 11.5 When the Bank's buying rate is equal or higher than the rate specified in any sell order, on the first occurrence of such event, the Bank will apply such rate to the order.
- 11.6 Unless the order is revoked by the Customer or has been executed by the Bank, any outstanding order placed with the Bank will automatically be carried over to the next Business Day (excluding Saturday).
- 11.7 The Customer shall be aware of the perpetual risk of loss associated with the rapid movement in exchange rates and price of gold. Save and except that the loss is reasonably foreseeable and caused by the negligence and wilful default of the Bank, the Customer hereby agrees that the Bank shall not be liable for any of the loss suffered in consequence of or in relation to:
- (a) the change of laws or regulations of any government or other relevant bodies or any other cause beyond the Bank's control which prohibits the execution of the order.
  - (b) the Bank's inability to quote rate or vary the spread of buy or sell rate due to market condition or the closure of foreign exchange or gold market.
  - (c) the delay in the execution of or the inability to access for the revocation of any order arising from the failure of eBanking Services in whole or in part occasioned by the faulty or malfunction of the Bank's equipment or any circumstance outside the control of the Bank.
- 11.8 Once an order has been executed by the Bank it cannot be revoked or varied by the Customer. The Customer accepts and agrees to be bound by the outcome of the order executed in accordance with the terms stated herein.

## **12. FORWARD DATE INSTRUCTION**

"Forward Date Instruction" is part of the eBanking Services which facilitates the Customer to place an advance instruction to the Bank to execute transaction including but not limited to transfer of funds and bill payment.

- 12.1 The Customer understands and agrees that (a) the Bank shall act on an instruction on the execution date specified for such instruction provided that such instruction can be effected and transacted by the Bank on such execution date specified or if such instruction cannot be effected and transacted by the Bank on the execution date specified, the Bank shall act on such instruction on the Business Day on which such instruction can be effected and transacted by the Bank immediately succeeding the execution date specified, and that (b) the Bank shall not be liable for any loss, damage or expense or consequential loss, damage or expense which the Customer may suffer by virtue of any delay in acting on such instruction or for any inability to act as a result of such instruction being considered by the Bank as ambiguous, unclear or incomplete or the Customer having failed to submit such instruction by the cut-off time specified by the Bank from time to time.
- 12.2 If the execution date of an instruction falls on a banking holiday, the Business Day on which such instruction can be effected and transacted by the Bank immediately succeeding the said banking holiday will be taken as the execution date of such instruction.
- 12.3 The Customer understands that the account must have maintained sufficient funds to execute the instruction before the business hour of the execution date. In the event of insufficient funds, the Bank is not obliged to execute the instruction, and a charge may be levied on each failing instruction.

- 12.4 The Bank shall not be obliged to accept variation or cancellation of the instruction after the execution date specified or in the event that the Bank at its absolute discretion has insufficient time or unable to act due to circumstances beyond its control.

### 13. ESTATEMENT & EADVICE SERVICE

“eAdvice” means any advice, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form, other than eStatement.

“eStatement” means any statement, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form.

“eStatement & eAdvice Service” or “Service” means the service provided by the Bank under which eStatement and eAdvice are provided to customers through the Bank’s Internet Banking services (“Internet Banking”) and other ancillary services in connection therewith, if any.

“you” means each Customer to whom the Bank provides eStatement & eAdvice Services and, where the context permits, includes any person authorized by the Customer to act on the Customer’s behalf.

- 13.1 The use of eStatement & eAdvice Service shall at all times be governed by the provisions in this Clause 13 and the other provisions in these Terms and Conditions.
- 13.2 By accessing and using the eStatement & eAdvice Service, you acknowledge that you have read and understood the provisions in this Clause 13 and the other provisions in these Terms and Conditions, and you agree to be bound by the same and all the amendments, supplements and modification thereto.
- 13.3 The provisions in this Clause 13 are in addition and without prejudice to the other terms and conditions governing your account(s) and your use of other product(s) and service(s) offered by the Bank, which shall continue to apply unless otherwise specified by the Bank. In the event of inconsistency or conflict between the provisions in this Clause 13 and the other provisions in these Terms and Conditions and such other terms and conditions, the provisions in this Clause 13 shall prevail to the extent of such inconsistency or conflict so far as the eStatement & eAdvice Service is concerned.
- 13.4 In order to use the Service, you must be a registered user for Internet Banking.
- 13.5 (Intentionally left blank)
- 13.6 The Bank may from time to time at its sole and absolute discretion determine, specify, modify, reduce or vary the scope and features of the Service and/or suspend or terminate the Service (or any part thereof) without your consent at any time and without or with notice in such manner and by such means of communication as the Bank shall deem fit.
- 13.7 (Intentionally left blank)
- 13.8 In the event of suspension or termination of this Service (howsoever occurred),
- (a) the Bank does not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances;
  - (b) it is without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination; and
  - (c) the Bank will send all future statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank’s record.
- 13.9 You agree that you are solely responsible for ensuring that your equipment or device (including software programs contained thereon) are capable of and in good, functioning order for accessing, viewing, printing and downloading eStatement and eAdvice and for maintaining security of your equipment or device. The Bank has no responsibility or liability in respect of your equipment or device.
- 13.10 All eStatement and eAdvice sent or made available to you under this Service shall be deemed to have been delivered or made available to you at the time they are sent via internet or are available under Internet Banking and shall only be made available for access, view, print and download for such period of time as the Bank may in its absolute discretion from time to time determine, irrespective of whether or not they have been viewed and/or saved by you.
- 13.11 It is your sole responsibility and you agree to periodically check, open, read or access and carefully review all eStatement and eAdvice in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities. Without prejudice to the generality of the aforesaid, you are required to check and verify the correctness of all eStatement and eAdvice and you agree to notify the Bank of any errors, omissions, unauthorized transactions or other irregularities within 60 days where the eStatement is a monthly card statement and 90 days for all other eStatement and eAdvice after the statement date, otherwise the eStatement and eAdvice shall be conclusive evidence as to the balance shown therein without any further proof and binding on you and, without prejudice to the Bank’s right to correct any errors contained therein at any time notwithstanding the aforesaid, the Bank shall be free from all claims or demands in respect thereof, irrespective of whether or not you have opened, read and/or verified the eStatement and eAdvice.
- 13.12 By assessing and using the Service, you acknowledge and accept that the inherent risks in the use of and transmission of information via the Internet, and you also agree to take all reasonably practicable measures to ensure and maintain the security of your equipment and device for accessing, viewing, printing and downloading eStatement and eAdvice. You further acknowledge and agree that, where any statement, advice or other documents are made available to you in electronic form, the Bank does not warrant the timeliness, security, secrecy or confidentiality of the same electronically transmitted through any applicable internet service provider, network system or other equivalent system in any jurisdiction.

- 13.13 The Bank may but without being obliged to, and at its sole and absolute discretion, send a notification via email to your email address and/or mobile phone number last registered with the Bank to notify you that the latest eStatement and eAdvice has been sent to you via the Service. You agree that such email address and the mobile phone number for this purpose is accurate valid and up-to-date. The Bank shall not in any event be responsible if the notification is not received by you due to your email address or mobile phone number having changed or being invalid or due to systems failure.
- 13.14 The Bank may in its absolute discretion, but shall not be obliged to, provide upon your request the corresponding printed statement(s) and advice(s) of the eStatement and eAdvice covered by the eStatement and eAdvice Service and the Bank reserves the right to levy such fees and charges as determined by **the Bank from time to time for complying with your request.**
- 13.15 You warrant that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify the Bank of any changes thereto, including without limitation the above mentioned email address and the mobile phone number provided to the Bank by you for or in relation to this Service.
- 13.16 **The Bank reserves the right at any time and from time to time to impose fees and charges for the Service with reasonable notice."**
- 13.17 You agree that the Bank shall not be liable or in any way responsible for any loss, damages or expenses that you or any third party may incur in relation to or in connection with:-
- (a) any failure, disruption or delay in providing or receiving the Service (or any part thereof) or the eStatement or eAdvice due to any failure, fault, malfunction, interruption, breakdown of computer, device, machine, telecommunication, electrical or network failure, act or omission of any telecommunication or other third party service providers or other circumstances that are beyond the Bank's control;
  - (b) any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the Service;
  - (c) any misuse or unauthorized access or use of the Service or the eStatement or eAdvice by you or anyone else; and
  - (d) any disclosure, leakage, loss of data, confidential information, other than due directly and solely to the Bank's negligence or willful default.
- 13.18 To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.3 under the "Terms and Conditions for All Accounts and Related Services", you will indemnify and keep the Bank indemnified against any claims, proceedings, actions, losses, damages or expenses that may be incurred by the Bank in providing the Service to you, save and except any loss or damages caused solely and directly by negligence, fraud or willful default on our part.

## **14. E-CHEQUES SERVICES**

### **14.1 e-Cheques Services provisions - applicability and definitions**

- (a) The provisions in this Clause 14 apply to the Bank's services relating to e-Cheques. This Clause 14 supplements and forms part of these Terms and Conditions (being the Bank's Terms & Conditions for all Accounts and Related Services). The provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 14. The provisions of this Clause 14 prevail if there is any inconsistency between them and the provisions of these Terms and Conditions with respect to the e-Cheques Services.
- (b) For the purpose of the e-Cheques Services, the following terms have the following meanings:
 

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Customer" means each Customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorized by the Customer to sign e-Cheques on behalf of the Customer from time to time.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Services" means the e-Cheques Deposit Services and related services provided by the Bank from time to time.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

## 14.2 Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services at its discretion. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 14.4 below.
- (c) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
  - (i) the service hours of the e-Cheques Services (including cut-off times for countermanding or presenting e-Cheques); and
  - (ii) **any fees and charges payable by the Customer for the e-Cheques Services.**
- (e) Notwithstanding anything contained in this Clause 14 to the contrary, the Bank may at its absolute discretion at any time without prior notice to the Customer determine, specify, reduce, modify or vary the scope and features of the e-Cheques Services and/or terminate, suspend or vary the e-Cheques Services (or any part thereof), without assuming any liabilities or responsibilities to the Customer or any person.

## 14.3 Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 14.5(a) and 14.5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

## 14.4 e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
- (b) e-Cheque Drop Box Service
  - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
  - (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
  - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
  - (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (c) The Bank's Deposit Channels

The Bank may from time to time without prior notice (i) specify, vary, cancel or terminate the available Deposit Channels; or (ii) specify, vary, change or amend the terms governing the use of any Deposit Channel.

## 14.5 Handling of e-Cheques, associated risks and the Bank's liabilities

### (a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

### (b) Restriction of the Bank's liability

Without reducing the effect of the provisions of these Terms and Conditions:

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by any person or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
  - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Services;
  - (3) presentment of any e-Cheque issued by any person or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
  - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control;
  - (5) any misused or unauthorised access or use of the e-Cheques Services;
  - (6) any failure of the Bank to detect a duplicate presentment of an e-Cheque and payment made against such duplicate presentment of the same e-Cheque, other than due directly and solely to the Bank's negligence or wilful default;
  - (7) any disclosure, leakage or loss of data or confidential information other than due directly and solely to the Bank's negligence or wilful default;
  - (8) the termination, suspension or variation by the Bank of the e-Cheques Services (or any part thereof); and
- (iii) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

### (c) The Customer's confirmation and indemnity

- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by the Customer under these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

## 15. ECERTIFICATE SERVICE – SUBSCRIBER TERMS AND CONDITIONS

The following Subscriber Terms and Conditions apply to eCertificate Service. Subscriber must read and understand these Subscriber Terms and Conditions. By applying to Digi-Sign Certification Services Limited ("Digi-Sign") for the public key digital certificate (branded Premium Certificate) (referred to as "eCertificate") through OCBC Bank (Hong Kong) Limited ("Bank"), the subscriber agrees to be bound by these Subscriber Terms and Conditions and their amendments and supplements made from time to time.

### 15.1 Terms and Conditions

- (a) The Digi-Sign "General Purpose" Certification Practice Statement and the supplements and amendments thereto made from time to time ("CPS") and the "OCBC Bank (Hong Kong) Limited Certificate Policy" and the supplements or amendments thereto made from time to time (the "CP") describe the practices and procedures



involved in the issuance of the eCertificate by Digi-Sign's "General Purpose" PKI hierarchy for subscribers applying through the Bank, and form part of and shall for all purposes be deemed to be incorporated into these Subscriber Terms and Conditions and are binding on subscribers. If there is any inconsistency between any of these Subscriber Terms and Conditions and a provision in the CP and/or CPS, these Subscriber Terms and Conditions shall prevail. The CP and CPS are available for inspection on the Digi-Sign's website: <<http://www.dg-sign.com>> and the office of Digi-Sign.

- (b) The Bank and Digi-Sign reserve the right to amend or supplement the provisions of the CP and CPS from time to time. Neither the Bank nor Digi-Sign shall be required to give any notification to any subscriber for any amendment or supplement of the CP or CPS as may be made from time to time. The subscriber agrees and undertakes to read the CP and CPS regularly and take note of and comply with any amendments or supplements thereto to be made from time to time.

## 15.2 Use of Keys and eCertificate

By using the keys, PIN mailers and any other security token ("Security Token") and the corresponding eCertificate generated and issued by Digi-Sign to the subscriber through the Bank, the subscriber acknowledges and agrees with each of the Bank and Digi-Sign –

- (a) that the subscriber accepts the keys and any other Security Token and the corresponding eCertificate;
- (b) to be bound by the continuing responsibilities, obligations and duties imposed on the subscriber by these Subscriber Terms and Conditions (including without limitation the CP and CPS), as amended from time to time. Without prejudice to the generality of the aforesaid, the subscriber agrees to observe and comply with the 'Subscriber Obligations' and 'Relying Parties Obligations' as listed in sections 2.1.4 and 2.1.5 of the CP and all other obligations contained in the CP and CPS applicable to the subscriber (whether as a subscriber, or as a relying party as defined in the CP, or both) and to procure its authorized user(s) to observe and comply with all the provisions in the CP and CPS in relation to the use and protection of the keys, any other Security Token and the corresponding eCertificate;
- (c) that the use of the keys and any other Security Token and the corresponding eCertificate is at the subscriber's own risk. Digi-Sign shall bear no responsibility or liability whatsoever for any loss or damage incurred or suffered by any person (including the subscriber) arising out of or in connection with the use of the keys and any other Security Token and the corresponding eCertificate unless expressly provided otherwise in the CP or CPS, and/or the contents of any transmission, message, contract adopted or signed by use of any keys, any other Security Token and/or the corresponding eCertificate;
- (d) that notwithstanding any provision contained herein or in the CP or CPS, the use of the keys, any other Security Token and the corresponding eCertificate is at the subscriber's own risk. The Bank shall bear no responsibility or liability whatsoever for any loss or damage incurred or suffered by the subscriber, any user or any other person, arising out of or in connection with the use of the eCertificate Service, any keys, any other Security Token or the corresponding eCertificate, and/or the contents of any transmission, message, any transaction effected or contract adopted or signed by use of any keys, any other Security Token and/or the corresponding eCertificate;
- (e) that unless otherwise expressly provided in the CP or CPS, no implied or express representations and warranties are given by Digi-Sign in relation to the keys, any other Security Token and the corresponding eCertificate ;
- (f) that eCertificates subscribed for and issued under the eCertificate Service are NOT recognized certificates under the Electronic Transactions Ordinance Cap.553 as amended by the Electronic Transactions (Amendment) Ordinance 2004;
- (g) that notwithstanding anything contained (expressly or impliedly) in the CP or CPS, no representations or warranties (whether express or implied) are given by the Bank in relation to the eCertificate Service, the keys (and/or any other Security Token) and/or the corresponding eCertificate. Without prejudice to the generality of the aforesaid, the Bank does not warrant that the keys, any other Security Token and/or the eCertificate will operate securely, or without malfunction, uninterrupted or error free, or that they will be fit for any particular purpose, or that the information and data transmitted by using the eCertificate and keys (and/or any other Security Token) will be securely transmitted and free from leakage or disclosure to unintended recipients, loss, or misuse. Without prejudice to Clauses 2.1(c) and (d) hereof, the Bank and Digi-Sign shall not be liable for any loss or damages arising from any malfunction, interruption, error, or any leakage, disclosure, loss, or misuse of any information or data (whether in relation to the subscriber or user or any other third party) through any use of the eCertificate and/or keys and/or any other Security Token (whether such use is authorized by the subscriber or not);
- (h) that the eCertificate issued for the subscriber by Digi-Sign will be published in the Digi-Sign Certificate Directory;
- (i) Each of the Bank and Digi-Sign reserves its absolute right to refuse subscriber's application without any need to provide any reason therefor to any subscriber;
- (j) without prejudice to any provision in the CP or CPS, to accept responsibility to keep secure and to take precaution to maintain adequate security of the keys and the corresponding eCertificate, including without limitation, not to permit another person other than its registered authorized user to access the subscriber's keys, any other Security Token and eCertificate;
- (k) that, without prejudice to any provision in the CP or CPS, in the event of any keys or any other Security Token or the corresponding eCertificate being lost or compromised or suspected to have been lost or compromised, the subscriber shall immediately notify the Bank, Digi-Sign and other relying party as defined in the CP ("relying party") or any other third parties with whom the subscriber shall have used any such keys or other Security Token and/or the corresponding eCertificate to exchange information and/or execute transactions;
- (l) to use such keys and any other Security Token and the corresponding eCertificate solely and strictly in accordance with the CP and CPS and for lawful purposes and exclusively for services defined by the Bank and in any event not to use the same for any purposes which have not been authorized by the Bank, and to ensure such use is without the infringement of any third party rights;
- (m) to safeguard and protect the keys, any other Security Token and the corresponding eCertificate from any loss, theft, misuse, mishandling, damage or compromise and safeguard the secrecy of the same;
- (n) to comply with notices, instructions and manuals from time to time issued by Digi-Sign and/or the Bank; and
- (o) that the Bank may at any time and without need of giving any prior notice or reason, suspend or terminate the eCertificate Service and/or amend, supplement or revise any of the terms and conditions of these Subscriber Terms and Conditions.

### 15.3 The Subscriber's Representation and Warranties and Undertakings

In consideration of the Bank's processing and Digi-Sign's consideration of the subscriber's application for the issuance of the keys and any other Security Token and the corresponding eCertificate, the subscriber represents, warrants and undertakes to each of the Bank and Digi-Sign that:

- (a) all the information in relation to the subscriber's application for the eCertificate Service provided to the Bank and/or Digi-Sign (including without limitation the information as set out in the related application form) is true, complete and accurate;
- (b) the subscriber will notify the Bank and Digi-Sign as soon as reasonably practicable of any change to such information; and
- (c) the subscriber has read and understood these Subscriber Terms and Conditions, including without limitation the CP and CPS.

### 15.4 Indemnities by Subscriber

- (a) The subscriber undertakes to indemnify Digi-Sign fully and hold Digi-Sign harmless from and against any actions, suits or legal proceedings from any person or loss and damage arising out of or in connection with the willful default or negligence on the part of the subscriber in protecting the security and integrity of the subscriber's keys and any Security Token and the corresponding eCertificate or any breach or non-observance of or non-compliance with these Subscriber Terms and Conditions including without limitation the CP and/or CPS;
- (b) The subscriber undertakes to indemnify the Bank, its officers, directors and employees and hold the same harmless on demand on full indemnity basis from and against any actions, suits or legal proceedings, judgments, demands, losses, damages, costs (including without limitation legal costs on full indemnity basis) and expenses of any nature whatsoever brought or threatened to be brought or incurred or suffered by the Bank and/or any of its officers, directors or employees arising from or in connection with :
  - (i) any use or misuse of the eCertificate Service, the keys, any other Security Token and/or the corresponding eCertificate (whether authorized by the subscriber or not);
  - (ii) any breach or non-observance of or non-compliance with any provision under these Subscriber Terms and Conditions, including without limitation the CP and/or CPS, by the subscriber, user of the keys and any other Security Token and/or the corresponding eCertificate or any relying party;
  - (iii) any act, default, misconduct, omission, negligence, fraud, deception or other act of dishonesty on the part of the subscriber or any user (whether authorized by subscriber or not) of the keys and any other Security Token and/or the corresponding eCertificate or any relying party;
  - (iv) any default or negligence on the part of the subscriber or user (whether authorized by subscriber or not) of the keys and any other Security Token and/or the corresponding eCertificate in protecting the security and integrity of the keys and any other Security Token and/or the corresponding eCertificate;
  - (v) any infringement or threatened infringement of any third party's rights arising from any use of the keys and any other Security Token and/or the corresponding eCertificate (whether authorized by the subscriber or not);
  - (vi) any representation or warranty herein contained is or becomes, untrue incorrect or misleading; and/or
  - (vii) any indemnification or other liability to Digi-Sign suffered or incurred by the Bank arising from or in connection with any of the above 15.4(b)(i) to 15.4(b)(vi).

### 15.5 eCertificate Renewal

- (a) The Bank will not send any notification to the subscriber for renewal of the subscriber's eCertificate. The eCertificate will be automatically renewed if the Bank does not receive the subscriber's written objection 30 days before the eCertificate expires.
- (b) The usage period of both newly applied and renewed eCertificate are 3 years.
- (c) A new eCertificate will be issued to the subscriber's authorized user to replace the expired eCertificate at or soon after renewal.

### 15.6 Fees

- (a) **The Bank may revise fees and charges from time to time after giving notice to the subscriber by means that the Bank considers appropriate. Paid fees and charges will be shown in the subscriber's account statement or passbook. No separate advice will be given. Paid fees and charges are not refundable.**
- (b) **The subscriber agrees to pay the Bank such fees and charges for newly applied and renewed eCertificate. The Bank reserves the right to amend, increase, adjust such fees and charges. The subscriber's nominated settlement account will be used to settle payment of fees and charges.**

### 15.7 Revocation of eCertificate

- (a) The subscriber shall give seven days prior written notice to the Bank for any revocation request of its unexpired eCertificate.
- (b) Without prejudice and in addition to the respective right of Digi-Sign and the Bank to suspend, revoke or terminate eCertificate in accordance with the provisions contained herein, in the CP and/or CPS, when the relevant banking service for which the subscriber used the keys (and any other Security Token) and the corresponding eCertificate has ceased to be offered by the Bank for whatever reason, the subscriber agrees and authorizes irrevocably the Bank to terminate forthwith the eCertificate Service, the keys, and any other Security Token and the corresponding eCertificate. **Any fee or charge paid for the keys (and any other Security Token) and the corresponding eCertificate will not be refunded.**
- (c) The Subscriber undertakes to inform the Bank forthwith upon its becoming aware of the occurrence of any of the events giving rise to the Bank's right to revoke an eCertificate as set out in the CP and/or CPS, including without limitation section 4.4.3(b) of the CP.

### 15.8 Jurisdiction

These Subscriber Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") of the People's Republic of China. The subscriber hereby unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.



## 16. Bank Services relating to Faster Payment System

### 16.1 Bank Services relating to Faster Payment System

- (a) The Bank provides the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Clause 16 governs the Bank's provision to the Customer and the Customer's use of the Bank Services. The Bank Services form part of the Bank's banking services. The provisions of these Terms and Conditions continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 16. Unless otherwise specified, the provisions of this Clause 16 prevail if there is any inconsistency between them and the provisions of these Terms and Conditions with respect to the Bank Services.
- (b) **By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Customer will be regarded as having accepted and will be bound by the provisions of this Clause 16. The Customer should not request the Bank to register any Proxy ID or set up any eDDA for the Customer and should not initiate any payment or funds transfer using the HKICL FPS unless the Customer accepts the provisions of this Clause 16.**

- (c) In this Clause 16, the following terms have the following meanings:

"Addressing Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

"Bank Services" means the services (including the QR Code Services) provided by the Bank to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

"Default Account" means the account maintained by the Customer with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

"eDDA" means a direct debit authorisation set up by electronic means using HKICL FPS.

"eDDA Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

"FPS Identifier" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

"HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"HKICL FPS" or "Faster Payment System" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

"Participant" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

"Proxy ID" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

"QR Code Services" means the QR code and the associated payment and funds transfer services provided by the Bank to customers from time to time.

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any Bank Group Company or any other Participant or its respective affiliates or group companies, or the Customer are subject or are expected to comply with from time to time.

"Customer" means each customer to whom the Bank provides Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to the Bank in connection with the use of the Bank Services.

"Bank" means OCBC Bank (Hong Kong) Limited and its successors and assigns.

### 16.2 Scope of Bank Services and conditions for use

- (a) The Bank provides the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, Customers have to accept and follow conditions and procedures.
- (b) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (c) **In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.**
- (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (e) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

### 16.3 Addressing Service - registration and amendment of Proxy ID and related records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register the Customer's Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.
- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Customer, Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
- (c) **At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorises the Bank to submit the request on the Customer's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

### 16.4 eDDA Service

In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or Customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

### 16.5 Your responsibility

- (a) **Present genuine owner or authorised user of Proxy ID and accounts**

The Customer can only register the Customer's own Proxy ID for the Customer's own accounts or set up eDDA for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that the Customer is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

- (b) **Proxy ID**

Any Proxy ID to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Customer as contact information on the Bank's records at the relevant time. The Customer understand and agree that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Customer's consent.

- (c) **Correct information**

- (i) The Customer has to ensure that all the information provided by the Customer for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.
- (ii) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.

- (d) **Timely updates**

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Customer's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Customer's Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledge that keeping the Customer's Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

- (e) **Change of Default Account**

If an account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where the Customer maintains that other account.

- (f) **Transactions binding on the Customer**

- (i) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.
- (ii) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.

- (g) **Use Bank Services responsibly**

The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

- (i) The Customer must comply with all Regulatory Requirements that govern the Customer's use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.

- (iii) If the Bank offers the FPS Identifier as Proxy ID to the Customer, the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Customer desires.
- (h) Other obligations regarding payments and funds transfers
  - (i) In giving instructions to make payments or effect transactions, the Customer agrees to take reasonably practicable steps to safeguard the Customer's own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Customer stay vigilant against frauds, scams and deceptions, the Bank will send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.
  - (ii) Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Clause 16 and the applicable provisions in these Terms and Conditions. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- (i) The Customer is responsible for the Customer's authorised persons
 

Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

  - (i) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;
  - (ii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and
  - (iii) The Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause 16 that are applicable to him/her when acting on the Customer's behalf.
- (j) eDDA Amendments
 

The Customer authorizes the Bank (in its absolute discretion but without being obliged) to effect direct debit authorization or eDDA amendments (except for the transaction amount limit) upon receipt of amendment request of the recipient of any payment or funds transfer to be made by the Customer via using HKICL FPS, or its banker, or its banker's correspondence, from time to time, without obtaining prior confirmation from or giving any notice to the Customer. The Customer is solely liable for and will release and hold the Bank harmless from any liability and any payment or transfer effected by the Bank pursuant to such amended direct debit authorization or eDDA.

## 16.6 The Bank's responsibility and restriction of liability

- (a) The Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL FPS from time to time. HKICL FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as HKICL FPS considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.
- (b) Without reducing the effect of Clause 16.6(a) above or the provisions of these Terms and Conditions:
  - (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents;
  - (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
    - (1) the Customer's failure to comply with the Customer's obligations relating to the Bank Services; and
    - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by the Bank from the Faster Payment System or Hong Kong Police Force; and
  - (iii) in no event will the Bank, any Bank Group Company, any of the Bank's licensors, and the respective officers, employees and agents of the Bank, each Bank Group Company and the Bank's licensors be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) The Customer's confirmation and indemnity
  - (i) Without reducing the effect of any indemnity given by the Customer under these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its officers, employees and agents and hold the Bank and each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Bank Services or the Customer's use of the Bank Services.
  - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

## 16.7 Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
  - (i) the Customer itself;
  - (ii) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
  - (iii) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Customer's directors, officers, employees, authorised persons and representatives.

All personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "Customer Information".

- (b) The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
  - (i) providing the Bank Services to the Customer, maintaining and operating the Bank Services;
  - (ii) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
  - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
  - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
  - (v) purposes relating to any of the above.
- (c) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than the Customer itself (including any persons specified in Clauses 16.7(a)(ii) or 16.7(a)(iii) above), the Customer confirms that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause 16.7.

## 16.8 QR Code Services

- (a) This Clause 16.8 applies to the use of the QR Code Services, together with these Terms and Conditions and any other terms and conditions that apply to the mobile application ("App") through which the Customer accesses the QR Code Services.
- (b) Using the QR Code Services and the Customer's responsibility
  - (i) The QR Code Services allow the Customer to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. **The Customer is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.**
  - (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by the Bank from time to time.
  - (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, the Customer will need to download the updates itself. Depending on the update, the Customer may not be able to use the QR Code Services until the latest version has been downloaded. **The Customer is fully responsible for ensuring the latest version has been downloaded to the Customer's mobile device for the purpose of using the QR Code Services.**
  - (iv) The QR Code Services are intended for use by the Bank's customers only. The Bank has the right to cancel the Customer's account for the App and/or block the Customer from accessing the QR Code Services if the Bank discovers that the Customer is not eligible to use the QR Code Services.
  - (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where the Bank is not licensed or authorised to provide the QR Code Services.
  - (vi) **The Customer must comply with all applicable laws and regulations that govern the Customer's download of the App, or access or use of the App or the QR Code Services.**
- (c) Security
  - (i) **The Customer must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes 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 Customer's mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.**
  - (ii) **The Customer is fully responsible for all instructions or requests given by the Customer or any other person authorised by the Customer during the use of the QR Code Services.**
  - (iii) **The Customer is fully responsible for ensuring that the information shown or stored on the Customer's mobile device is kept secure.**
  - (iv) **If the Customer knows or suspects that any other person knows the Customer's security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.**
- (d) The Bank's responsibility and restriction of liability
  - (i) While the Bank makes commercially reasonable efforts to provide the QR Code Services, the Bank is not liable for any failure to provide the QR Code Services.
  - (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminative properties will be transmitted or that no damage will occur to the Customer's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the Customer may incur as a result of the Customer's use of the QR Code Services.
  - (iii) **The Customer understands and agrees that:**
    - (1) **The Customer uses the QR Code Services at the Customer's sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all warranties and conditions of any kind, whether express or implied.**
    - (2) **The Customer downloads or obtains any material or information through the use of the QR Code Services at the Customer's sole risk and discretion. The Customer is solely responsible for any damage to the Customer's computer or other device or loss of data resulting from downloading, obtaining or using such material or information.**
  - (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

## Schedule III : ATM Card Services

ATM Card is issued to the Customer by the Bank subject to the following conditions.

### 1. Scope of Service

- 1.1 ATM Card can be used in the ATMs and Other Terminals installed in such geographical areas (whether inside or outside Hong Kong) for such services from time to time announced by the Bank. The Bank reserves the right at its sole and absolute discretion at any time hereafter to add, cancel and/or otherwise vary any of the services available to ATM Card without prior notice and giving reason therefor.
- 1.2 Any instruction or transaction given or executed by using ATM Card after the cut off time of the Bank which is currently set at 8:00 p.m. (Hong Kong time) on any Business Day (excluding Saturday) may at the absolute discretion of the Bank be treated as to have effect on the next Business Day (excluding Saturday); the Bank reserves the right to change the cut off time without prior notice to the Customer.

### 2. Possession

ATM Card is and shall at all times be the property of the Bank and the Customer shall surrender the ATM Card to the Bank immediately upon the Bank's demand irrespective of whether the Bank has given any prior notice or any reason therefor.

### 3. Not Transferable

ATM Card shall only and exclusively be used by the Customer and is not transferable. ATM Card must be returned to the Bank for cancellation if the Customer no longer requires ATM services or when he closes the relevant account(s) with the Bank.

### 4. PIN

The PIN issued to the Customer for use with ATM Card and any numbers substituted by the Customer for that purpose are strictly confidential. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Customer shall take all reasonable steps to keep the ATM Card safe and the PIN secret to prevent fraud or misuse, and in particular, he should destroy the original printed copy of the PIN, not allow anyone else to use ATM Card and/or the PIN, not write down the PIN on ATM Card or on anything usually kept with or near it, not write down or record the PIN without disguising it, take other reasonable steps to keep ATM Card safe and the PIN secret to prevent fraud or misuse, and report the lost or stolen of ATM Card or misuse of the PIN as set out in Schedule III.

Failure to follow the safeguards set out above will be considered as negligence on the part of the Customer.

If the Customer has acted fraudulently, or with negligence or has failed to so notify the Bank as stipulated in Clause 10 hereof as soon as reasonably practicable after the occurrence of any such event as mentioned in Clause 10 hereof or has failed to observe this Clause, the Cardholder shall be fully responsible for all transactions involving the use of the ATM Card by any person whomsoever whether or not authorized by the Customer.

### 5. Insufficient Fund

ATM Card shall only be used for withdrawal or transfer if there are sufficient funds in the account concerned. If the withdrawal or transfer is made without sufficient fund, the holder of such account shall repay to the Bank on demand the sum representing the amount of such withdrawal or transfer together with interest thereon at the rate and in the manner chargeable by the Bank for overdraft account. Nothing herein shall be construed to impose any obligation on the Bank to allow any account(s) to be overdrawn or over transferred.

### 6. Joint Card Account

If the Customer shall consist of more than one person, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of ATM Card so issued and the terms and conditions herein shall be jointly and severally binding on each and every one of the account holder.

### 7. Transaction Record

The Bank's records in relation to any withdrawal, deposit, transfer, payment and/or transaction involving the use of ATM Card shall in all respects be conclusive against and binding on the Customer unless manifest error or omission is proved.

### 8. Card Usage – Deposit

Unless otherwise announced by the Bank, cash and/or cheque in such currency notified by the Bank from time to time may be deposited in the Bank by the use of ATM Card at such ATMs and/or other devices or terminals installed and operated by the Bank in such geographical areas announced by the Bank from time to time, provided always the Customer agrees that:

- (a) Cash deposit shall be treated as having been received by the Bank and will be credited to the Customer's account only after verification by the Bank (such verification may not take place on the same day), and before the same is credited to the Customer's account as aforesaid, the Customer cannot withdraw or utilize the same.
- (b) Cheque deposits are accepted for collection only, the proceeds will not be credited to the Customer's account and be available for withdrawal or transfer until the cheques have been duly cleared.
- (c) The advices (if any) issued by the ATMs and/or other devices or terminals to the Customer in respect of the acceptance of such deposits represent only what the Customer has purported to have deposited with the Bank by the use of ATM Card at such ATMs, devices or terminals and shall in no way and under no circumstances bind the Bank as to their correctness.
- (d) The Customer hereby further agrees to indemnify the Bank and keep the Bank fully indemnified against any suits, actions, losses, claims, damages and demands which

may be reasonably suffered or incurred by the Bank arising from or relating to the Customer's making deposits with the Bank by using ATM Card at the ATMs and/or other devices or terminals installed and operated by the Bank unless the same is reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees.

#### **9. Withdrawal/Transfer/Other Debit**

The Customer hereby irrevocably authorizes the Bank to debit (without any prior notice to the Customer) the account of the Customer with the Bank the amount of any withdrawal, transfer, payment and/or transaction involving the use of ATM Card at the ATMs or Other Terminals, as the case may be, whether or not made with his knowledge or authorization but subject to Clause 10 hereof.

Transaction effected in a currency other than Hong Kong Dollar will be settled by the Bank in, and the Customer's account will be debited with, such currency or the Hong Kong Dollar equivalent or other currency (as may be determined by the Bank at its absolute discretion) to be converted in such manner as the Bank may consider appropriate and at such rate of exchange as the Bank may determine without the consent or notice to the Customer plus a foreign currency exchange administration cost (if any) on the day of transaction. **The Bank will charge a handling fee for each cash withdrawal transacted through the ATMs or Other Terminals in such geographical areas announced by the Bank from time to time.**

#### **10. Loss of ATM Card/PIN**

In the event of the loss, theft, unauthorized use, misuse and/or disclosure of ATM Card/PIN, the Customer shall as soon as reasonably practicable notify such loss, theft, unauthorized use, misuse and/or disclosure to the Bank in writing or through other means as may be specified by the Bank and notified to the Customer. The Customer is fully liable for all amounts that the Bank debits to the ATM Card Account, whether due to the unauthorized use or misuse of a ATM Card/ PIN or through a lost or stolen ATM Card, before the Bank receives notification of the loss, theft, unauthorized use, misuse and/or disclosure of a ATM Card/PIN. However, if (a) the Customer has not acted fraudulently or with gross negligence in safeguarding the ATM Card/PIN and has acted honestly, in good faith and with due care and (b) has informed the Bank as soon as reasonably practicable upon discovery that the ATM Card/PIN has been lost, stolen, used without authorization, misused by or disclosed to a third party, then the Customer's maximum liability for unauthorized transactions is HK\$500.

**If any replacement card is issued, the Bank is entitled to charge a fee therefor and to debit the same to the account of the Customer.**

#### **11. Card Delivery Risk**

The ATM Card and the related PIN are issued and delivered to the Customer at his own risk provided that the Customer will not, subject to Clause 4 hereof, be liable for the amounts wrongly charged to his account and the interest thereon resulting from any misuse of the ATM Card which has not been received by the Customer.

#### **12. Cheque Book Application**

The Customer may apply for cheque book of his current account by the use of the ATM Card at any of the ATMs and such application shall have the same effect as the submission by the Customer to the Bank of the duly completed and signed cheque book application prescribed by the Bank.

#### **13. Responsibility**

The Bank and/or any other institutions shall not be responsible for any loss and all consequences whatsoever directly or indirectly as a result of or in connection with the use of the ATM Card (including but not limited to any failure or malfunctioning of the ATM Card or any ATM or Other Terminal, whether installed by or belonging to the Bank, any other institutions, entities, persons or companies), unless reasonably foreseeable and solely and directly due to the wilful default or negligence of the Bank.

#### **14. Restriction on use of ATM Card**

Notwithstanding anything contained in Schedule III, the Bank has the right at its absolute discretion to impose any limits or restrictions whether in amount or otherwise on the use of the ATM Card and/or to decline any instruction from the Customer transmitted from the ATMs or Other Terminals and to demand the return of the ATM Card at any time and from time to time. The Bank may from time to time impose any limits and restrictions at its sole and absolute discretion to comply with any applicable laws, rules, regulations, guidelines, notices or restrictions issued from time to time by any relevant competent authority, government agency, exchange or body (whether inside or outside Hong Kong), and the internal policies of the Bank for the time being.

#### **15. Charge**

**The Bank reserves all the rights, at its absolute discretion, to charge a fee for the use of the ATM Card. Such fee shall be at such rate and for such period as determined by the Bank from time to time and announced to the Customer in such manner as the Bank deems fit and shall not be refundable irrespective of early cancellation of the ATM Card either by the Customer or by the Bank. The Customer agrees and authorizes the Bank to debit to his account such fees or charges from time to time.**

#### **16. Account Information Disclosure**

The Customer agrees that the Bank may, without the consent of or notice to the Customer, disclose to (a) any of its offices and branches; (b) any of its parent, subsidiary, affiliate or associate companies; (c) any person acting as its servant or agent or otherwise acting under its authority; (d) any member banks within the network; (e) the operators of Other Terminals; (f) the clearing institutions and authorities; and (g) any other person or institution such information concerning the account(s) of the Customer as the Bank may deem necessary or appropriate arising out of or in connection with the use of the ATM Card, the ATMs and Other Terminals.

#### **17. Exclusion of Liability**

The Bank shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the ATM Card or any statement or other communication made or any dispute, defect or deficiency in any goods or services supplied in connection with the use of the ATM Card. The Customer shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Customer to revoke challenge or vary any transfer or payment effected or to set-off or counter-claim by the Customer against the Bank.

## **18. Right to Terminate the ATM Card**

The Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Customer by withdrawal of the ATM Card or the service thereby provided, or by refusing to renew the ATM Card without giving any reason therefor and without any prior notice to the Customer. The ATM Card will automatically be void upon notification of its cancellation or withdrawal from the Bank or by any other person acting on behalf of the Bank.

## **19. Interbank Transfer Service**

“Interbank Transfer” is part of the ATM Card Services which allows the Customer to transfer funds between the Customer’s accounts and his accounts in other member banks of Joint Electronic Teller Services Limited (“JETCO”) which have joined the Interbank Transfer Service through any ATMs carrying the “Interbank Transfer” symbol.

- 19.1 The Bank shall debit the Customer’s accounts immediately upon receipt of the Customers’ interbank transfer requests.
- 19.2 The Bank shall not be responsible for the time when the transferred funds shall be actually credited into the transferee’s accounts given that the receiving bank may, for any reason, credit the received funds into the transferee’s account at a different time.
- 19.3 The Bank shall be under no liabilities in any circumstances to recover any amount paid to the receiving bank and shall be under no liabilities in the case of the receiving bank failing to pay the transferee for any reason.
- 19.4 The Customer, while acknowledging that fund transfers to third party accounts involve risks, agrees that the Bank shall not be liable to the Customer for any delay and/or non- transfer of funds or any mistake made in the fund transfer in the absence of negligence, willful misconduct or fraud of the Bank.
- 19.5 No payments shall be made in the case of the receiving bank being in default in the interbank settlement prior to the Customer’s payments being made to it and the debit entries in the Customer’s accounts shall be reversed with accord.
- 19.6 Funds transferred to the Customer’s accounts through the ATMs shall be credited into the Customer’s accounts in accordance with the Bank’s practice for the time being and such practice shall be determined by the Bank at its sole discretion..
- 19.7 The Bank reserves the right to reverse any credit made to the Customer’s accounts at any time should the paying bank fail to make payments to the Bank for any reason.



## Schedule IV : Remittance Services

### 1. Transfer

The transfer will be made at the Customer's sole risk. The Customer contracts as principal. The Bank accepts no obligation whatsoever to any other person (including the remitter). The laws of Hong Kong SAR governs the relationship between the Bank and the Customer. The only obligation of the Bank in respect of the transfer is to exercise reasonable care in preparing appropriate instructions to its correspondents or agents and to send out such instructions in accordance with its usual practice.

### 2. Fees & Expenses

The Bank may effect the transfer literally, in cipher or through any other means or media, and through any correspondents, agents and clearing systems. **All expenses incurred in advising the Customer (at its request) of the fate of a transfer shall be paid by the Customer on demand.**

### 3. Payment Currency

Unless otherwise instructed in writing the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instruction by the Customer, the currency of the payment to the beneficiary will depend on local law and practice and the policy of the relevant correspondent.

### 4. Exchange Rate

Unless a firm exchange rate has been agreed, the Bank will effect the transfer on the basis of a provisional exchange rate which shall be adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Customer's account.

### 5. Transfer to Place Not Specified

The Bank may effect the transfer at a place other than specified by the Customer if, in the Bank's sole opinion, operational procedure so requires.

### 6. No Full Amount Guaranteed

The Bank cannot undertake that the beneficiary will receive the full amount of the transfer without deduction of charges by any person other than the Bank, and the Bank shall not be liable in any way therefore or in connection therewith, nor as a result of the fund to be transferred being frozen or blocked and not available to the beneficiary under local law.

### 7. Refund

Refund will only be made after the Bank's actual receipt from its correspondent of the relevant fund, and may be made in Hong Kong dollars after conversion at the Bank's buying rate for the currency of the transfer at the time of refund less all charges and expenses incurred by the Bank, its correspondents and agents.

### 8. Limitations on Liability

8.1 The Bank shall not in any way be liable for:

- (a) any loss, mutilation, error, omission or delay in the transmission of message, or from misinterpretation by any person;
- (b) any act or omission in good faith in the course of carrying out the Customer's instructions;
- (c) any act or omission whatsoever of or any insolvency, bankruptcy, liquidation, administration or similar proceedings affecting its correspondents or agents;
- (d) any act or event beyond the Bank's reasonable control;

nor to advise the Customer of:

- (e) any exchange control or other restriction applied in the country in which payment is to be made nor be liable for any loss or delay as a result;
- (f) the charges which may be imposed by overseas banks, correspondents or agents.

8.2 The Bank reserves the right not to process the telegraphic transfer if, in the sole opinion and absolute discretion of the Bank, that the information or instruction given is incomplete or is not sufficiently clear or the application does not fulfill the requirements as designated by the Hong Kong Monetary Authority or the relevant clearing bank from time to time.

Unless due to the negligence or wilful default of the Bank, its agents, officers or employees in the course of employment and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank shall not be held liable for:

- (a) any delay in processing this telegraphic transfer or for its decision in not processing the same arising therefrom; and
- (b) any delay in payment or in giving advice of payment.

### 9. Miscellaneous

9.1 The Bank will process the transfer application in accordance with its usual practice, and does not guarantee (nor shall it be liable in any way for or in connection with) the time of actual despatch of instructions to the Bank's correspondents. Without prejudice to the foregoing, transfer for a specific day value is subject to applicable cut-off time.

- 9.2 Payment may be made to the account stated by the Customer even if the account holder appears to be different from the beneficiary and the Customer shall have no claim against the Bank, its correspondents and agents in respect thereof. Where only the name of the beneficiary is given but without account number, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Customer whose name appears to correspond to the name of the beneficiary.

## **10. Acknowledgement and Agreement**

- 10.1 If the transfer or the processing of the transfer, or any procedure or other action connected with the transfer or its processing will directly or indirectly and to any extent use or involve the use or operation of the clearing system of any currency set by the Hong Kong Interbank Clearing Limited, the Customer hereby:
- (a) acknowledges the use or operation of the clearing system of such currency will be subject to the Clearing House Rules and the Operating Procedures of such currency referred therein (as the same may be modified from time to time); and
  - (b) agrees that the Hong Kong Monetary Authority or any other institutions involved shall not owe any duty or incur any liability to the Customer in respect of any claim, loss, damage or expenses of any kind or nature whatsoever.
- 10.2 The Customer hereby acknowledges and agrees that for the purpose of complying with the requirements of the Financial Action Task Force on combating money laundering and terrorist financing as well as all other contemporary regulatory requirements in relation to wire transfer, the Bank may include in the remittance message the required information on the Customer and the Beneficiary (including but not limited to name, account number, address, national identity number, customer identification number and date and place of birth) and/or disclose the aforesaid information to the appropriate authorities and/or financial institutions.

## Schedule V : Renminbi Cross-border Trade Settlement Services

### 1. Applicable Terms and Conditions

Renminbi Cross-Border Trade Settlement Services (as defined below) and all related RMB deposit accounts and services are subject to (i) these terms and conditions herein (“**Terms and Conditions- RMBTS**”); (ii) the Terms and Conditions for All Accounts and Related Services in force from time to time; and (iii) all other terms and conditions in agreements, facility letters, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Cross-Border Trade Settlement Services. In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions-RMBTS, the Terms and Conditions for All Accounts and Related Services and the other terms and conditions mentioned under (iii) above, the Terms and Conditions-RMBTS shall prevail to the extent of the conflict or inconsistency.

### 2. Definitions and Interpretation

(a) Unless the context otherwise requires, the terms and expressions used herein shall bear the followings meanings:

“Bank”	means OCBC Bank (Hong Kong) Limited, which includes all its branches and offices wherever situated and its successors and assigns;
“Tse”	means an enterprise in Hong Kong or other approved regions outside Mainland that use RMB as the settlement currency with the Mainland in accordance with the Administrative Rules for the Pilot Scheme for Settlement of Cross Border Trade in RMB (Pilot Scheme) issued by the relevant Mainland authorities;
“RMB” or “CNY”	Renminbi (“ <b>RMB</b> ”) or Chinese Yuan (“ <b>CNY</b> ”) means the legal currency of the Mainland for the time being;
“Deposit Services”	means the services provided by the Bank to TSE for opening RMB accounts, taking deposits of, in relation to the RMB trade settlement, RMB banknotes, RMB funds from exchange, RMB funds gained from trades, and RMB funds in relation to RMB Bonds’ transfers and repayments of principal and interest;
“Exchange Services”	means the services of two-way exchange between Hong Kong Dollars (“HKD”) or other currencies and RMB provided for the TSE by the Bank who have RMB deposit accounts opened and maintained with the Bank for settlement of cross-border trades;
“Remittance Services”	means the RMB remittance services between Hong Kong or other regions and Mainland provided by the Bank for the TSE who have RMB deposit accounts opened and maintained with the Bank for settlement of cross-border trades;
“RMB Cheques”	means the bills issued by the TSE who have RMB deposit accounts in Hong Kong with instructions to the Bank being the account opening bank to pay definite amounts of RMB to the payees at sight of such bills;
“RMB Bonds”	means the RMB-denominated marketable bonds issued in Hong Kong by financial institutions in Mainland in accordance with the relevant laws, having a tenor of one year or more and providing for payment of principal and interest as agreed;
“Renminbi Cross-Border Trade Settlement Services”	means Deposit Services, Exchange Services, Remittance Services, RMB Cheques services and Trade Finance Services as more particularly described herein;
“Trade Finance Services”	means the RMB trade finance facilities and services provided by the Bank to TSE for the cross-border trades of the TSE with Pilot Cross-Border Trade Enterprise(s);
“Mainland”	means mainland of the People’s Republic of China.
“Pilot Cross-Border Trade Enterprise”	means a Mainland enterprise approved by the relevant Mainland authorities to be a pilot enterprise eligible for the Pilot Scheme; and
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.

(b) The headings to clauses shall not affect the construction of these Terms and Conditions- RMBTS. References as to the singular shall, where the context so requires be deemed to include references to the plural and vice versa and reference herein to any person shall include references to individual, firm, body corporate or unincorporated.

### 3. Scope and eligibility

- (a) Renminbi Cross-Border Trade Settlement Services are applicable only to customers who are TSE and conduct RMB cross-border trade settlement in the selected Mainland cities as approved by the relevant Mainland authorities with Pilot Cross-Border Trade Enterprise(s). The Bank reserves its right of final determination (which determination shall be conclusive and binding on the customer) on all questions or disputes in respect of the eligibility of the customer and its trade transactions for the Renminbi Cross-Border Trade Settlement Services.
- (b) The scope and eligibility requirements of Renminbi Cross-Border Trade Settlement Services are subject to the relevant rules of the Pilot Scheme for settlement of cross-border trade in RMB as issued or promulgated by the relevant authorities, the Bank’s respective agreements with the clearing bank in Hong Kong and domestic agent bank(s) on the Mainland and all orders, law, rules, regulations, restrictions, directions, guidelines, notices, recommendations (whether or not having the force of law) issued or promulgated from time to time by the relevant governmental and regulatory authorities in Hong Kong and Mainland (including without limitation all amendments and supplements from time to time made thereto) governing RMB cross-border trade settlement (“Applicable Regulations”) and all the Bank’s terms and conditions from time to time applicable to Renminbi Cross-Border Trade Settlement Services.
- (c) The Bank reserves its right to revise, modify, supplement or otherwise vary at any time and from time to time any of its terms and conditions applicable to the Renminbi Cross-Border Trade Settlement Services (or any part thereof) according to the Bank’s agreement with the clearing bank in Hong Kong or domestic agent bank(s) on the Mainland and the Applicable Regulations.

#### 4. Deposit Services

- (a) Except where the Bank otherwise stipulates from time to time at its sole discretion, the customer is required to open and maintain for any and all Renminbi Cross-Border Trade Settlement Services RMB deposit account or accounts ("**RMB Trade Settlement Account**", means any one of them or all of them if more than one account) for the specific purposes of receiving RMB funds gained from cross-border trades remitted from relevant Pilot Cross-Border Trade Enterprise(s), making RMB trade settlement payable directly to relevant Pilot Cross-Border Trade Enterprise(s), and/or making payment to the relevant bond issuers for the customer's subscription for or acquisition of RMB Bonds.
- (b) The RMB Trade Settlement Account may only be used by the customer for the purposes respectively set out in Clause 4(a) or such purpose as may be specified or permitted by the Bank from time to time.
- (c) Unless otherwise agreed by the Bank, no deposit or transfer or withdrawal may be made to and from the RMB Trade Settlement Account except for the purposes mentioned in the above Clause 4(a) and only up to the amount of actual trade transactions and/or the amount required for its subscription for or acquisition of RMB Bonds.
- (d) Withdrawal of RMB funds from RMB Trade Settlement Account is subject to the availability of the currency in question. The Bank reserves the right to pay the customer in other currencies, if necessary.
- (e) The customer shall ensure that the aggregate of RMB funds accumulated in the RMB Trade Settlement Account shall not at any time exceed the necessary amounts as determined by the Bank (which determination shall be final, conclusive and binding on the customer) required for cross-border trade settlement and/or acquisition of RMB Bonds.
- (f) For the Renminbi Cross-Border Trade Settlement Services, existing Hong Kong Designated Business Customers with the Bank (subject to the Bank's approval in its sole and absolute discretion) will be required to separately open and maintain a RMB Trade Settlement Account in the capacity of TSE.
- (g) The Bank reserves the right to decline at its sole and absolute discretion any RMB Trade Settlement Account opening request of the customer.
- (h) Upon closure of all or any of the RMB Trade Settlement Accounts for whatever reason, RMB funds from such RMB Trade Settlement Account will be converted to HKD (or other currencies determined by the Bank) at such exchange rate as determined by the Bank in its absolute discretion.
- (i) The Bank reserves the right to refuse to accept any RMB deposit or part of it or any transaction, at any time without prior notice or giving any reason and without liability, if in the opinion of the Bank (which opinion shall be final, conclusive and binding on the customer) such deposit (or part thereof) or transaction is or suspected to be in connection with any criminal or unlawful activities or is not for the purposes as specified in this Clause 4(a) or is not commensurate with the relevant RMB cross-border trade settlement or is otherwise not in compliance with any of the Applicable Regulations or the Terms and Conditions-RMBTS. The Bank may in its absolute discretion from time to time and without prior notice impose restrictions to any RMB Trade Settlement Account.
- (j) If at any time any RMB note(s) deposited into any RMB Trade Settlement Account of the customer is found or suspected to be counterfeit notes, without prejudice and in addition to any other rights, powers and remedies of the Bank, the Bank shall have the right and is authorized by the customer without notice and without liability, to debit any account held by the customer with the Bank an amount equivalent to the amount of such note(s) calculated based upon the prevailing buying or selling rate as adopted by the Bank from time to time. The Bank is also authorized to dispose of the counterfeit or suspected counterfeit notes at the Bank's absolute discretion in such manner as the Bank may deem appropriate and to report to the relevant authorities. The customer shall indemnify the Bank against all actions, claims, proceedings, loss, damages, costs and expenses brought or threatened to be brought against, or suffered or incurred by the Bank directly or indirectly arising from or in connection with or in relation to such notes and all actions taken by the Bank in relation thereto.

#### 5. Exchange Services

- (a) Each exchange transaction shall only be for the purpose of or arising from the customer's cross-border trades with Pilot Cross-Border Trade Enterprise(s) or such other purpose as the Bank may from time to time specify. The Bank may also prescribe from time to time maximum amount for each such exchange transaction.
- (b) Unless otherwise agreed by the Bank, exchange shall be made through the customer's RMB Trade Settlement Account as stipulated herein. Exchange of RMB notes into HKD or other currencies over the counter is not allowed.
- (c) Customer with authentic trades of goods or services may exchange HKD or other currencies (acceptable to the Bank) to RMB up to the amounts of the relevant actual trade of goods or service transactions to be settled in RMB provided that all of the exchange proceeds shall be used to pay the relevant Pilot Cross-Border Trade Enterprise(s) directly for the purposes specified under (a) of this Clause and no other purpose. The customer hereby authorizes the Bank to pay the exchange proceeds directly to the relevant Pilot Cross-Border Trade Enterprise(s).
- (d) Exchange of RMB to HKD or other currencies (acceptable to the Bank) may only be made for the customer through the RMB Trade Settlement Account up to the total amounts of deposits therein.
- (e) Customer may exchange HKD or other currencies (acceptable to the Bank) to RMB for making repayments in respect of trade finance provided by the Bank (if any) when the customer does not have enough RMB funds.
- (f) Exchange of RMB to HKD or other freely convertible currencies (acceptable to the Bank) or vice versa shall be at such exchange rate as determined by the Bank at its absolute discretion. The customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates and agrees that the Bank shall not be liable for any losses and damages arising out of and in relation to RMB Exchange Services, including without limited to:
  - (i) any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank's control which prohibits the execution of RMB exchange and remittance services by the Bank or any financial institution associated with the Bank; or
  - (ii) the Bank's inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.

#### 6. Remittance Services

- (a) Remittance shall be to settle the customer's RMB cross-border trade transactions with the relevant Pilot Cross-Border Trade Enterprise(s) and may be subject to such maximum amount or other restrictions as the Bank may from time to time specify.

- (b) Remittances from Hong Kong or other region outside Mainland to Mainland can only be made through the RMB Trade Settlement Account with the relevant Pilot Cross-Border Trade Enterprise(s) as the beneficiary or beneficiaries and only up to the amounts of the relevant actual trade and services transaction(s); and remittances from Mainland to Hong Kong or other regions outside Mainland can only be made into the RMB Trade Settlement Account with the relevant Pilot Cross-Border Trade Enterprise(s) as remitter(s) and the customer as the beneficiary and shall only be up to the amounts of the relevant actual trade transaction(s).
- (c) The Bank reserves its right to accept or reject any remittance or transfer (or part thereof) at its absolute discretion without prior notice or giving reason to or consent of the customer and without liability. The customer hereby authorizes the Bank to return such remittance or transfer (or part thereof) at its absolute discretion and take such steps in relation thereto as the Bank may deem appropriate and **the customer shall indemnify the Bank on full indemnity basis for all costs incurred by the Bank arising from or in connection with such returned remittance or transfer. The customer agrees that the Bank shall not be liable for any losses and damages whatsoever arising out of and in relation to any return of remittance.**

## 7. RMB Cheques services

- (a) RMB Cheques services are only applicable to the customer whose RMB Trade Settlement Account contains a RMB current account.
- (b) The amount drawn on a RMB Cheque shall not be more than the amount for the actual RMB cross-border trade settlement and/or for the customer's subscription for or acquisition of RMB Bonds.
- (c) RMB Cheques shall not be transferable or endorsable or negotiable and can only be used in Hong Kong.
- (d) The customer acknowledges and agrees that unless otherwise specified by the Bank, all terms & conditions relating to HKD and USD current account set out in Schedule 1 of the Terms and Conditions for All Accounts and Related Services are also be applicable to RMB current accounts and shall be bound by the customer. In the event of any inconsistency between these Terms and Conditions-RMBTS and those under the said Schedule 1, these terms and conditions shall prevail.

## 8. RMB Bonds

- (a) Subject to the provisions herein, RMB funds held in RMB Trade Settlement Accounts opened pursuant to Clause 4 hereof may be used for the customer's subscription for or acquisition of RMB Bonds.
- (b) Subscription for or acquisition of RMB Bonds and use of the Bank's services in relation thereto are further subject to the Bank's terms and conditions applicable thereto from time to time and any applicable laws, rules and regulations from time to time governing such subscription for, or acquisition.
- (c) Notwithstanding anything herein contained, the customer acknowledges that the Bank may at its absolute discretion decline to provide any services relating to subscription for, or acquisition or disposal of RMB Bonds for the customer.

## 9. Trade Finance Services

- (a) The amount of trade finance that may be extended at the Bank's absolute discretion to the customer shall be limited to the amounts of the corresponding RMB trade settlement transactions concerned and the customer undertakes not to apply for or use any trade finance facilities that may be granted by the Bank for purposes other than genuine RMB cross-border trade with Pilot Cross-Border Trade Enterprise(s).
- (b) All amounts of trade finance provided to the customer shall be used to pay directly to the relevant Pilot Cross-Border Trade Enterprise(s) for the RMB cross-border trade settlement and not for any other purpose. The customer hereby authorizes the Bank to pay such amounts directly to the relevant Pilot Cross-Border Trade Enterprise(s). Such funds shall not be drawn in the forms of RMB deposits.
- (c) Trade Finance Services are subject to the Bank's approval on case by case basis at its absolute discretion and individual applicable facility limits and terms and conditions in facility letter or agreement and other relevant documentation in relation to the facility granted.
- (d) Notwithstanding anything herein contained, the customer acknowledges that the Bank may at its absolute discretion decline to grant any Trade Finance Services or related services to the customer.

## 10. Fees

**The Bank reserves the right to impose fees and charges from time to time as the Bank in its absolute discretion thinks fit. Relevant fees and charges applicable to Deposit, Exchange and Remittance Services are detailed in the Bank's Service Fees. The Bank will notify customers of any changes to fees and charges applicable from time to time. Without prejudice and in addition to other rights and remedies of the Bank, the Bank reserves its right at any time and without prior notice to debit any of the RMB Trade Settlement Accounts or any one or more of any other account(s) maintained with the Bank at its absolute discretion, for the purposes of settling fees and charges.**

## 11. Information and Documents

- (a) The Customer shall provide to the Bank's satisfaction within the time period specified by the Bank all such information and documents (including originals) to enable the Bank to be satisfied with (i) the eligibility and continued eligibility of the customer and of each of its cross-border trade settlement transactions (including their authenticity) for Renminbi Cross-Border Trade Settlement Services (or any part thereof), including without limitation its cross-border trade business, all information and documents pertaining to the nature, volume, details of its RMB cross-border trades and any of its trade counterparties and all transactions passing through its RMB Trade Settlement Account; and (ii) the results of all necessary "know your customer" or other similar identification checks and procedures under all relevant laws, codes, rules, regulations and guidelines; and for compliance with regulations on anti-money laundering and counter-terrorist financing; and all such other information and documents as the Bank may request from time to time. All such documents once submitted by or on behalf of the customer to the Bank will remain the Bank's property and will not be returned to the customers by the Bank in all circumstances.
- (b) The Bank reserves the right to reject any transaction if any information or document requested by the Bank is not forthcoming or to the Bank's satisfaction and the Bank's decision shall be final, conclusive and binding on the customer.

## 12. Disclosure of Information

The customer expressly authorizes the Bank (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank may consider appropriate for the purpose of verification of the same; and (ii) to disclose and/or report all or any data and information relating to or in connection with the customer, any of the customer's account(s) and any of its transactions and dealings (including without limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank in Hong Kong, any domestic agent bank, other financial institutions and to the regulatory or government agencies or authorities or quasi-government authorities, within or outside Hong Kong; and (iii) to disclose to any of the Bank's branch, subsidiary, associated company or affiliate, or such other entities which are connected to the Bank directly or indirectly by way of shareholding, management or otherwise any information or data concerning the customer, its affairs, accounts and transactions if the Bank shall determine at its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is in the interest of the Bank or any of the above mentioned entities (including each of its successors and assigns) or is otherwise required by laws or regulations. **The customer agrees that the Bank and any of the above entities shall not be liable to the customer for such disclosure or exchange of data, information and documents.**

The termination of the Renminbi Cross-Border Trade Settlement Services (or any part thereof) or closure of any RMB Trade Settlement Account shall not affect or terminate the customer's authorization to disclose information in the possession of the Bank at termination.

## 13. Indemnification and Limitation on Liabilities

- (a) **The customer shall indemnify and keep indemnified the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs), expenses of whatsoever nature which may be brought or threatened to be brought against or incurred or sustained by the Bank arising out of or in connection with or in relation to (i) any breach or non-performance by the customer of any of the terms, conditions, warranties, representations or undertakings under these Terms and Conditions- RMBTS; (ii) any of the representations or warranties to the Bank being found or reasonably suspected to be untrue or incorrect or misleading; (iii) any information or document provided to the Bank from time to time by or on behalf of the customer being found or reasonably suspected to be untrue, incorrect, incomplete, misleading, false or deceptive in any respect; (iv) the Bank's provision of or refusal to provide Renminbi Cross-Border Trade Settlement Services (or any part thereof) to the customer; (v) any misuse of the RMB Trade Settlement Account; and/or (vi) the exercise or preservation by the Bank of any of its powers, rights and remedies; save and except to the extent directly due to the negligence, fraud or willful misconduct of the Bank. This indemnity shall be an obligation of the customer independent of and in addition to its other obligations to the Bank.**
- (b) **The customer agrees that the Bank, its agent and correspondent shall not be liable to the customer for any action taken or not taken by them unless directly caused by their negligence or fraud or willful misconduct. Without prejudice to the generality of the aforesaid, the Bank shall not be liable to the customer for any action taken or not taken by them in the exercise of any of its rights, powers, discretion and remedies and/or for compliance with any laws, regulations or rules applicable to it and/or Applicable Regulations and/or the Bank's agreements with clearing bank in Hong Kong or any domestic agent bank(s) on the Mainland even though any such action or inaction may be detrimental to the customer's interests.**

## 14. Representations, warranties and undertakings

The customer represents and warrants and undertakes that:

- (a) it fulfills all the requirements of TSE as defined herein and conducts RMB cross-border trade transactions with counterparty or counterparties that is/are Pilot Cross-Border Trade Enterprise(s) as defined herein; and it has no knowledge and is not aware of any change in the status of such counterparty or counter parties as eligible pilot enterprise(s) for the Pilot Scheme;
- (b) it has taken or obtained all necessary corporate and other action and consents and has all necessary power and authority to apply for and accept Renminbi Cross-Border Trade Settlement Services on the Terms and Conditions-RMBTS and all other applicable terms and conditions of the Bank in force from time to time and to perform all its obligations thereunder and to conduct all the transactions contemplated by the Terms and Conditions- RMBTS;
- (c) it has obtained all the necessary consents and approvals from all relevant government and regulatory bodies, all of which are in full force and effect;
- (d) all of its RMB cross-border trade transactions are authentic and genuine in all aspects;
- (e) all information and documents provided to the Bank by or on behalf of the customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
- (f) it shall at all times observe and comply with all laws, rules and regulations (including without limitation Applicable Regulations) applicable to it and the Bank's terms and conditions in relation to Renminbi Cross-Border Trade Settlement Services and RMB Trade Settlement Account and any related services from time to time in force; and
- (g) it shall inform the Bank in writing promptly if any of the representations and warranties made or deemed to be made by the customer transpires to be or shall become untrue or inaccurate in any respect.

The representations and warranties contained in this Clause shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Renminbi Cross-Border Trade Settlement Services (or any part thereof) and/or any RMB Trade Settlement Account and any related services.

## 15. Availability and Variation

Notwithstanding anything herein contained, the customer acknowledges that the Renminbi Cross- Border Trade Settlement Services (or any part thereof) are available at the sole and absolute discretion of the Bank and the Bank shall not be bound to grant any of the Renminbi Cross-Border Trade Settlement Services at all.

Without prejudice and in addition to Clause 3(c) hereof, the Bank may at its sole and absolute discretion at any time and from time to time with or without notice, without the need of any prior consent or giving any reason and without liability, suspend, withdraw, terminate, review, modify, cancel, supplement or otherwise vary the Renminbi Cross-Border Trade Settlement Services (or any part thereof) or any of the terms and conditions applicable thereto and the customer shall agree to be bound by the same. Any notice that may be given by the Bank at its sole and absolute discretion (without being obliged to) (which can be with immediate effect) by display in bank hall, advertisement, mail to the customer at its last address or place of business according to the Bank's record, posting on the website of the Bank or other means as the Bank thinks fit shall be binding on the customer.

## 16. Suspension and Termination of Services

- (a) Without prejudice to the generality of Clause 15 hereof, the Bank may, without giving any notice and reason to the customer and without liability whatsoever, suspend or terminate any of the Renminbi Cross-Border Trade Settlement Services granted to the customer and/or freeze or close any RMB Trade Settlement Account at any time and in any manner as the Bank in its absolute discretion considers appropriate and take any action as the Bank thinks fit in connection with any such account, if the Bank is in the opinion (which opinion shall be final, conclusive and binding on the customer) that:
- (i) any such account may have been or is being used in connection with any criminal or unlawful activities or any fraud may directly or indirectly be committed in connection with any such account;
  - (ii) any such account may have been or is being used for any purpose other than genuine cross-border trade settlement purposes; or there is otherwise any abuse or misuse of such account or the Renminbi Cross-Border Trade Settlement Services (or part thereof) in contravention with any of the Applicable Regulations;
  - (iii) any such account has not been satisfactorily operated or maintained in accordance with the Terms and Conditions-RMBTS and any other terms and conditions of the Bank applicable thereto from time to time in force;
  - (iv) the continuance of use of any such account or the Renminbi Cross-Border Trade Settlement Services (or any part thereof) may or will contravene any of the Applicable Regulations or any other applicable laws, rules or regulations, or it becomes unlawful for the Bank or the customer to give effect to its obligations hereunder;
  - (v) there has occurred any breach of any of the terms and conditions, and/or any of representations or warranties or undertakings made or deemed to be made by the customer relating to the Renminbi Cross-Border Trade Settlement Services (or part thereof) or any RMB Trade Settlement Account; or any information provided to the Bank (whether by the customer or not) is in the opinion of the Bank (which shall be final, conclusive and binding on the customer) untrue, incorrect or misleading;
  - (vi) the customer is not or ceases to be eligible for the Renminbi Cross-Border Trade Settlement Services (or any part thereof) or if any relevant Pilot Cross-Border Trade Enterprise with whom the customer trades is not or cease to be eligible under the Pilot Scheme; or
  - (vii) any of the documents and information requested by the Bank is not forthcoming or satisfactory to the Bank.
- (b) The Bank shall not be liable to the customer for any loss resulting from any withdrawal or suspension or rejection of any transaction, any failure to effect or execute any of the instructions from the customer whatsoever or any suspension or closure of any accounts by the Bank, and/or for any action taken by the Bank in connection therewith (unless directly caused by negligence or fraud or willful misconduct of the Bank).

## 17. Waiver

No failure or delay by the Bank in exercising any right, power or discretion shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, discretion, or remedy by the Bank preclude any further exercise thereof by the Bank or its exercise of any other right, power or discretion or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law.

## 18. Severability

If at any time one or more of the terms or any part hereof shall be declared illegal, invalid or unenforceable to any extent, such terms or any part thereof shall be severed, and the remaining shall continue to be valid and enforceable to the fullest extent permitted by law.

## 19. Transferability

The benefits and rights of the customer hereunder are not transferable.

## 20. Language

The Chinese version of these Terms and Conditions-RMBTS is translated from English for reference only. If there is any conflict or inconsistency between the two versions, the English version shall prevail.

## 21. Law and Jurisdiction

The Terms and Conditions-RMBTS shall be governed by and construed in accordance with the laws of Hong Kong and the customer hereby irrevocably submits to the non-exclusive jurisdiction of Hong Kong courts.



## Schedule VI: Foreign Law Requirement

### 1. INTERPRETATION

#### 1.1 Terms and Conditions definitions

Terms defined in Clause 1.1 of these Terms and Conditions have the same meaning under this Schedule VI, unless otherwise defined.

#### 1.2 Definitions

In this Schedule VI:

“**FATCA**” means:

- (i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Hong Kong;
- (iii) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
- (iv) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

“**Foreign Law Requirement**” means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:

- (i) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/themselves bound and including laws and regulations of the PRC);
- (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (iii) under agreements entered into between the Bank and/or the relevant Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
- (iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).

For the avoidance of doubt, this definition includes (but not limited to) any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.

### 2. UNDERTAKING TO PROVIDE INFORMATION

#### 2.1 The Customer undertakes and agrees to:

- (a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its, or a Bank Group Company's, obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Customer and any person referred to in Clause 5.1 of this Schedule VI;
- (b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
- (c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

- 2.2 The Customer agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Customer for the purpose of the Bank's, or a Bank Group Company's, compliance with any Foreign Law Requirement.

### 3. DISCLOSURE OF INFORMATION

#### 3.1 Disclosure for the purpose of any Foreign Law Requirement

The Customer agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Customer and/or any person referred to in Clause 5.1 of this Schedule VI may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

#### 3.2 Acknowledgment of extent of disclosure

The Customer understands, acknowledges and agrees that where the Bank is required to disclose information about the Customer and/or the Customer's relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Customer's account(s), the amount of interest or dividends paid or credited to the Customer's account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Customer's account(s), the account balance or value, the name, address, country of residence

and social security number or employer identification number or taxpayer identification number of the Customer and/or any person referred to in Clause 5.1 of this Schedule VI, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

### 3.3 Offshore disclosure

The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

## 4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

4.1 The Customer acknowledges and agrees that notwithstanding any other provision of these Terms and Conditions:

- (i) any payments by the Bank under these Terms and Conditions, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
- (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
- (iii) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank's exercising of its rights under this Clause 4.

4.2 The Customer acknowledges and agrees that any transaction, payment, instruction or service under these Terms and Conditions may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

4.3 The Customer further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Customer's account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Customer from effecting any transactions through or under any of the Customer's account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Customer's account(s); and/or (iv) transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 5. THIRD PARTIES

### 5.1 Documents and information

The Customer undertakes to provide the Bank with all documents and information pertaining to:

- (a) the ultimate beneficial owner of any account;
- (b) the person ultimately responsible for giving any instruction or for entering into any transaction;
- (c) any person on whose behalf the Customer acts in receiving payment; and/or
- (d) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer,

as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

### 5.2 Change of details

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 5.1 of this Schedule VI.

## 6. REPRESENTATION AND WARRANTY

The Customer represents, warrants and confirms that any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's, or a Bank Group Company's, compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Customer maintains a banking relationship with the Bank.

## 7. INDEMNITY

Without limitation to any other indemnity provided by the Customer to the Bank under any other provision of these Terms and Conditions or any other arrangement or agreement, the Customer agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Schedule VI or the Bank's use of or reliance on any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Customer further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 7. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

## **8. RIGHTS OF BANK CUMULATIVE**

### **8.1 No limitation on existing rights**

Nothing in this Schedule VI limits the effect of any term or requirement of these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank, and the rights of the Bank under this Schedule VI are in addition and without prejudice to any of its rights under these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank.

### **8.2 Failure to comply**

Without limiting the generality of Clauses 4.2 and 4.3 of this Schedule VI, the Customer acknowledges and agrees that if the Customer fails to comply with any requirement of this Schedule VI, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or close the Customer's account(s); and/or transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## **9. CONFLICT BETWEEN TERMS**

In case of any conflict or inconsistency between the English and the Chinese versions of this Schedule VI, the English version shall prevail.

## Schedule VII: Alerts and Money Transfers

### Alerts and Money Transfers

1. These Clauses apply to the Alerts and the Money Transfers as defined in Clause 2 below. If there is any inconsistency between these Clauses and the other terms and conditions, these Clauses will prevail insofar as the Alerts and Money Transfers are concerned. **By making any Money Transfer on or after the date on which these Clauses come in effect, the Customer confirms that the Customer has accepted and will be bound by these Clauses.**

2. In these Clauses:

“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Money Transfer” means a transfer of money by the Customer through the Bank via any channel or means or in any currency determined by the Bank from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.

### Reason for sending Alerts

3. The Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing the Customer’s responsibility for safeguarding the Customer’s own interests, money and assets from fraud or other illegal activities.

### The Bank’s role, responsibilities and restriction of liability

4. The Bank:

- (a) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (c) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank’s records of its delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

5. The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank’s needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means.
6. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank’s reasonable control.
7. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank’s negligence or wilful default or that of its officers, employees or agents.
8. In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
9. Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

### The Customer’s responsibilities

10. **The Customer is responsible for taking reasonably practicable steps to safeguard the Customer’s own interests, money and assets from fraud or other illegal activities. The Customer is responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. The Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. The Customer’s decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.**