



Important Notes for OCBC Bank (Hong Kong) Limited's Mobile App

THIS APP IS PART OF THE EBANKING SERVICES PROVIDED BY OCBC Bank (Hong Kong) Limited (THE "BANK"). BY DOWNLOADING, UPDATING AND/OR USING THIS APP, YOU AGREE TO BE BOUND BY THESE IMPORTANT NOTES AND ANY OTHER POLICIES, TERMS OR OTHER DOCUMENTS THAT MAY BE AMENDED FROM TIME TO TIME WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE, INCLUDING BUT NOT LIMITED TO THE BANK'S TERMS AND CONDITIONS FOR ALL ACCOUNTS AND RELATED SERVICES, THE BANK'S TERMS AND CONDITIONS OF INVESTMENT ACCOUNT, THE SPECIFIC TERMS AND CONDITIONS OF THE RELEVANT PRODUCTS AND/OR SERVICES AND ANY OTHER AGREEMENT BETWEEN YOU AND THE BANK. IF YOU DO NOT AGREE TO THESE IMPORTANT NOTES, YOU SHALL UNINSTALL AND NOT USE THIS APP.

All transactions conducted via this app is subject to the Bank's **Terms and Conditions for All Accounts and Related Services**, the Bank's **Terms and Conditions of Investment Account**, the specific terms and conditions of the relevant products and/or services and such other applicable terms and conditions, as may be amended from time to time. Unless expressly defined herein, capitalized terms used herein have the same meanings as those in the Bank's Terms and Conditions for All Accounts and Related Services.

This app, Mobile Banking and the products and services referred to therein are offered only in jurisdictions where and when they may be lawfully offered by the Bank and members of its group of companies (collectively the "**Bank Group**") and the materials therein are not intended for use by persons located in or resident in jurisdictions which restrict the distribution of such materials by the Bank Group. Persons accessing this app and/or Mobile Banking are required to warn themselves about and observe any relevant restrictions.

No information and materials in this app shall be regarded as an offer or solicitation to sell investments, products or make deposits in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. No information and materials in this app shall be regarded as any professional advice and you are reminded to consult your own professional adviser before making any investment, deposit or purchasing any product.

The information, materials, products or services contained or supplied in this app may be changed, amended or withdrawn from time to time or at any time without prior notice. The eligibility for and availability of particular information or materials and/or each product or service is subject to the final and absolute determination and acceptance by the Bank Group.

Fees and Charges

The Bank reserves the right to require you to pay fees and charges in relation to the eBanking Services (including Mobile Banking) and to revise such fees and charges upon giving not less than 30 days' notice to you by whatsoever means that the Bank thinks fit specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the Bank's control, the Bank will give such notice to you as is reasonable in the circumstances.

You shall bear any fees, charges and expenses which may be imposed by the telecommunication company and/or Internet service provider providing or servicing your telecommunication equipment, Internet access equipment/device in connection with this app and/or eBanking Services (including Mobile Banking), including but not limited to PNETS, IDD and roaming service fee, if any. You agree to pay all fees as advised by the Bank from time to time in connection with the provision or use of eBanking Services (including Mobile Banking), and you authorize the Bank to debit your Primary Account with the amount of such fees. The fees applicable shall be payable in advance and are non-refundable.

Security

You acknowledge that the eBanking Identification Number, the User ID, the PIN, password, any secret code and user identification for accessing eBanking Services (collectively the “**Personal Identifiers**”) are confidential, and any action or omission whether intentionally or unintentionally by you to breach that confidentiality shall render you liable to the Bank for all losses and damages. You are responsible for keeping secure and taking all necessary precautions (including but not limited to the following measures) to keep the Personal Identifiers secure and safe:

- do not use personal identifiers which are easy to guess, such as the Hong Kong Identity Card number, the telephone number, the date of birth or any recognizable part of your name, as the Personal Identifiers;
- do not use the same personal identifiers which you are using for other Internet services for accessing eBanking Services;
- do not disclose the Personal Identifiers to any person (including the Bank's staff and police), or any doubtful website, and do not record it anywhere without disguising them;
- do not use the Personal Identifiers for other on-line services (e.g. e-mail and Internet access);
- log off after each access to eBanking Services;
- do not use Mobile Banking on any mobile device or operating system that has been modified outside the mobile device or operating system vendor-supported or vendor-warranted configurations. This includes mobile devices that have been “jail-broken” or “rooted”, i.e. devices that have been freed from the limitations imposed on them by your mobile service providers and/or the mobile device manufacturers without their approval; and
- check your bank balance and transactions regularly, and upon discovery of any error or unauthorized transaction, notify the Bank of the same as soon as reasonably practicable.

Please be reminded that the Bank will not ask you for your Personal Identifiers, in order to ensure that you will be the only person who know your own Personal Identifiers.

A Customer who acts fraudulently or with gross negligence (e.g. failing to take necessary measures to safeguard the secrecy of or knowingly allowing any other person to use the Customer's Personal Identifiers) will be held liable for all losses and consequences arising from or in connection with such use of eBanking Services.

Licensed Rights and Restrictions

The Bank grants you a nontransferable, non-exclusive licence to download and use this app on your mobile device for your personal purposes of conducting Mobile Banking only.

You may not use this app or Mobile Banking for any purpose which is unlawful, abusive, libelous, obscene, threatening or inappropriate in any other way.

Disclaimer

This app, the information and materials in this app and Mobile Banking are provided on "as is" and "as available" bases. The Bank Group does not give representation or warrant the accuracy, completeness, sufficiency, usefulness or reliability of any of the information and materials provided. Also, no representation or warranty of any kind (whether express or implied), including but not limited to representation or warranty of non-infringement of third party rights, titles, merchantability, fitness for any particular purpose and freedom from computer virus, Trojan horses, worms, software bombs or similar items, is given in connection with this app and such information and materials and you shall do your own checking. Further, you are solely responsible for ensuring adequate protection and back up of data and/or equipment for your mobile device, including taking reasonable and appropriate precautions. The Bank is not responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result or in connection with any of the matters set out in this paragraph.

Please be reminded that communications over the Internet may be subject to interruptions, transmission blackouts, delayed or incorrect data transmissions arising out of situations beyond the Bank Group's control. Messages sent over the Internet cannot be guaranteed to be completely secure. The Bank Group will not be responsible in any manner for any damages incurred by you as a result of any delay, loss, diversion, alteration or corruption of any message either sent to or received from the Bank Group over the Internet.

Usage of this app and/or Mobile Banking may carry additional risks. These include any loss or damage caused to your data or mobile device (including its setting), any interception, interruption or corruption in the transmission of instruction or messages, and any unauthorized use of password due to the auto-password-saving feature of certain mobile devices. The Bank is not responsible for any of such risks. You have to accept these risks and all consequences arising from these risks.

To the extent permitted by law, the Bank Group expressly disclaims liability for any interruption, defect, delay in operation or transmission, computer virus, Trojan horses, worms, software bombs or similar items, line or system failure, or in connection with any errors, omissions or inaccuracies in this app, any information and materials provided in this app and Mobile Banking, and shall not be responsible in any manner for direct, indirect, special, incidental or consequential damages, losses or expenses arising in connection with or arising out of the use of this app and/or Mobile Banking or inability to use by any party.

In any event, the liability of the Bank Group for any particular incident or series of related incidents shall not exceed the amount of the relevant transaction, instruction or direction (or series of relevant transactions, instructions or directions) or the amount of direct damages suffered by the users, whichever is less.

Your Obligations

You agree and acknowledge that the use of Mobile Banking by any person (whether authorized by you or not) with your Personal Identifiers shall constitute and be deemed the use of Mobile Banking by you.

You shall notify the Bank as soon as reasonable practicable after you find or believe that the Personal Identifiers have been compromised, lost or stolen, or that any unauthorized transaction has been conducted over your account and shall confirm the same in writing. You shall also change the relevant Personal Identifiers as soon as possible. You may be held liable for all losses if you fail to make such notification to the Bank. Until the Bank has received such notification, you shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages in respect of any use of Mobile Banking whether authorized by you or not.

In addition, you are responsible for all claims, damages, liabilities, fees, charges, costs and expenses of any kind arising from:

- your use of this app and/or Mobile Banking;
- our reliance on the information provided by you for providing Mobile Banking; and
- any breach by you of any intellectual property or other right of the Bank or any other person.

You are responsible for preventing, safeguarding and ensuring that no computer virus, Trojan horses, worms, software bombs or similar items are uploaded, transmitted or installed onto or via this app or Mobile Banking.

Hyperlink Policy

(i) Hyperlinks from the Bank to websites or mobile apps outside the Bank

For your convenience, this app may provide hyperlinks to other websites on the Internet or any other mobile apps which are not maintained or controlled by the Bank. These third party websites or mobile apps are not affiliated with or in any way related to the Bank and the Bank is providing such hyperlinks for your information purposes only.

The provision of hyperlinks to external or third party websites or mobile apps does not and in no way represent any forms of recommendation, endorsement, approval, guarantee or introduction of any third parties or the products and services that they provide, or any form of co-operation between the Bank and such third parties unless otherwise stated by the Bank. Additionally, the Bank is not a party to any contractual arrangements that you and the provider of the third party websites or mobile apps or any third party may enter into, unless otherwise specifically agreed to by the Bank.

You are strongly advised that you use the hyperlinks at your own risk. The Bank is not responsible for any loss, damage, or consequence that may, directly or indirectly, arise from

your usage of the hyperlinks. Nor shall the Bank be held liable for the accuracy, truthfulness, or whatever of the contents of such third party websites or mobile apps.

The hyperlinks to third party websites or mobile apps may contain downloadable software that are for your own convenience only. The Bank shall not be held responsible for any problems or difficulties that you may encounter in downloading or installing such software. Please bear in mind that the use of any software downloaded from the Internet may be governed by a licence agreement. The Bank is not in any way responsible for any infringement by you of any intellectual property rights of the relevant software provider by your failing to adhere to the terms of such license agreement.

When you use this hyperlink service, you must observe the terms of use and the relevant rules and conditions stipulated by the Bank as well as those set down by other third party websites or mobile apps.

(ii) Hyperlinks from the Bank to other Bank Group Websites or Mobile Apps

The Bank may provide hyperlinks to other Bank Group websites or mobile apps. These websites or mobile apps may be created elsewhere in different jurisdictions and under different governing laws. The products and services offered on these websites or mobile apps may be limited to person of a specific location and jurisdiction.

You must take heed when using these websites or mobile apps and pay particular attention to the specific terms and conditions of use pertaining to these websites or mobile apps.

(iii) Hyperlinks from External Websites to the Bank's Website or the Mobile Banking

Before creating a hyperlink in any form from a third party website or mobile app to the Bank's website, this app or the Mobile Banking, you must always acquire the prior written approval of the Bank. The granting of such approval is at the Bank's absolute discretion. Any use or display of our logos, trade names, and trademarks or whatever that can reasonably be inferred as the Bank as a hyperlink will not be approved unless in very exceptional circumstances. The Bank may only approve a hyperlink which displays simply the Bank's name or website address or a link to download this app. If approval is granted, this may be subject to a fee as the Bank may determine at its absolute discretion. The Bank may rescind any approval granted at its absolute discretion, and requires the removal of any links to the Bank's website, this app or the Mobile Banking at any time. Any link to the Bank's website, this app or the Mobile Banking must be made directly to the home or front page of the Bank's website, this app or the Mobile Banking, and no "framing" or "deep-linking" of the Bank's website, this app or the Mobile Banking or any content thereof is allowed.

The Bank is not responsible for the setup of any hyperlink from a third party website or mobile application to the Bank's website, this app or the Mobile Banking or any page thereof. Neither is the Bank responsible for the contents or information of any third party websites or mobile apps linked with the Bank's website, this app or the Mobile Banking. Such links shall not constitute any kind of endorsement by the Bank, or any co-operation between the Bank and the third party website or mobile app. Please be advised that the Bank Group is not liable for any loss, damage or consequence incurred or suffered by you or any third party arising from or in connection with such links.

Trademark and Copyright

The Bank Group and other parties own the trademarks, logos and service marks displayed in this app and you are not allowed to use any of them without the prior written consent of the Bank Group and the party owning such rights. None of the information and materials in this app may be copied, reproduced, stored in any retrieval system, modified, transmitted or used for creating derivative works or in any other way for commercial or public purposes without the prior written consent from the Bank Group.

Privacy Policy & Personal Information Collection Statement

By accessing this app and any of its pages, you agree to be bound by the terms and conditions set out in the Privacy Policy & Personal Information Collection Statement (as amended by us from time to time). Please [click here](#) for full details.

Security tips

Despite the enormous effects taken by us, you are playing an important role in ensuring the system security. Please [click here](#) for full details of the security tips recommended by us.

Modification

It is hereby expressly agreed that the Bank may from time to time and at any time in its absolute discretion without the consent of you or any third party, replace, revise, increase, add, amend, update and/or delete any or all of these Important Notes for OCBC Bank (Hong Kong) Limited's Mobile App. You will be deemed to have accepted and be bound by them if you continue to use or access this app.

Governing Law & Jurisdiction

These Important Notes for OCBC Bank (Hong Kong) Limited's Mobile Banking shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of People's Republic of China ("**Hong Kong**") and you hereby irrevocably submit to the non-exclusive jurisdiction of Hong Kong courts.

Nothing shall limit the right of the Bank to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

(In the event of any inconsistency between the English and Chinese versions, the English version shall prevail.)