

Electronic Financial Services Terms of Use (For Overseas Branches)

Clause 1. Purpose

- (a) The purpose of these terms of use ("**Terms of Use**") is to set forth the rights and obligations of KEB Hana Bank Co., Ltd. and its customers concerning the use of "1Q Bank services" which are the electronic financial services including internet banking, mobile banking, and phone banking services as from time to time provided by the Bank.

Clause 2. Definitions

- (a) In these Terms of Use, unless the context otherwise requires:
- (i) "**Account**" means, where applicable, each account that the Customer opens and/or maintains with the Bank in any country or territory;
 - (ii) "**Account Opening Terms**" means, in relation to each Account, the terms and conditions governing the opening and operation of the Account and related services in the Jurisdiction and all supplements and addenda thereto;
 - (iii) "**Bank**" means KEB Hana Bank Co., Ltd.;
 - (iv) "**Bank Member**" means any of the Bank's branches, subsidiaries, representative offices, agencies or affiliates, the Bank's head office or ultimate holding company, any corporation in the Bank's group (being a corporation in which an equity interest is held by any of the foregoing entities) or any bank or member of a bank group in any Jurisdiction with whom the Bank has entered or may enter into any form of alliance;
 - (v) "**Business Day**" means a day on which the Bank and/or Bank Member, as the case may be, is open for business in the relevant Jurisdiction;
 - (vi) "**Channel**" means the internet website at <https://global.1qbank.com/pb>, telecommunication devices, and any other location, resource or platform through which the E-Banking Services may be accessed, as the Bank may notify the Customer from time to time;
 - (vii) "**Customer**" means the person(s) who signs up for the E-Banking Services, and such person's successors and permitted assigns;
 - (viii) "**Designated Contact**" means the designated contact for the Bank as set out in Schedule I of these Terms of Use, and as may be amended from time to time;
 - (ix) "**E-Banking Services**" means the electronic banking and other services that the Bank make available to the Customer under these Terms of Use, including but not limited to internet banking, mobile banking, and phone banking services which may be provided by the Bank;

- (x) **"Electronic Instruction"** means any communication, instruction, order, message, data, or information received by the Bank via the E-Banking Services or pursuant to the E-Banking Services (including information delivered to the Bank offline);
- (xi) **"Jurisdiction"** means the country or territory where the Bank or the Bank Member, as the case may be, is located;
- (xii) **"Mandate"** means all written authorisations and mandates provided by the Customer in such form and substance satisfactory to the Bank;
- (xiii) **"Mobile Device"** means a telephone or other device with access to a cellular radio system that allows the Customer and/or the User(s) to make and receive telephone calls, text messages and utilise data services among other features, that can be used over a wide area without a physical connection to a network and through which a customer may access and use any E-Banking Services, such as a mobile smartphone, tablet computer, or similar device;
- (xiv) **"Personal Data"** has the meaning ascribed to such term in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), and in general means data which relate to an individual who can be identified (i) from those data or (ii) from those data and other information which is in the Bank's possession or is likely to come into the Bank's possession;
- (xv) **"Security Code"** means a sequence of numbers and/or letters or such other codes or procedures, whether generated by a Security Mechanism or otherwise, for use in connection with access to and/or use of the E-Banking Services;
- (xvi) **"Security Mechanism"** refers to any security token, security application, or such other device, equipment or method which is used to generate a Security Code or which is used in connection with access to and/or use of the E-Banking Services;
- (xvii) **"Service Hours"** means the period of time that the E-Banking Services are generally available as specified under Clause 7;
- (xviii) **"Service Provider"** means any person who from time to time participates or is involved, directly or indirectly, independently or on the Bank's behalf, in providing services or products through the E-Banking Services and/or other services or products to the Bank or a Bank Member;
- (xix) **"System"** means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the E-Banking Services;
- (xx) **"Transaction"** means any transaction or operation made or performed, processed or effected pursuant to the Electronic Instructions or otherwise through the E-Banking Services by the Customer, the User(s) or such other person on the Customer's behalf or otherwise through the System; and
- (xxi) **"User(s)"** mean the individuals or persons whom the Customer have authorised or are deemed to have authorised to access and use the E-Banking Services and/or to act as the

Customer's administrator(s) to administer certain administrative functions relating to the access and use of the E-Banking Services.

- (b) In these Terms of Use, any reference to:
- (i) **"authorisation"** includes any authorisation, approval, consent, licence, permit, franchise, permission, registration, resolution, direction, declaration and exemption;
 - (ii) **"law"** and/or **"regulation"** includes any constitutional provision, treaty, convention, statute, act, law, decree, ordinance, subsidiary and subordinate legislation, order, rule, official directive, request, code of practice or guideline (whether or not having the force of law), as replaced, amended, modified or re-enacted from time to time, of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and **"regulatory"** shall be construed accordingly;
 - (iii) **"order"** includes any judgement, injunction, decree, determination or award of any court, arbitration or administrative tribunal;
 - (iv) **"person"** shall include any (i) individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution, business concern, organisation; (ii) statutory body, agency or government authority; (iii) quasi-governmental, intergovernmental or supranational body; or (iv) regulatory, fiscal, taxing or other authority or organisation, in each case whether local or foreign; and
 - (v) **"tax"** includes any tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority and includes any interest, penalty or other charge payable or claimed in respect thereof and **"taxation"** shall be construed accordingly.
- (c) In these Terms of Use, references to word(s) importing the singular include the plural and vice versa and word(s) importing a gender include every gender; references respectively to these Terms of Use or any agreement or document mentioned hereunder shall be construed as references to these Terms of Use, such agreement or document as the same may be amended or supplemented from time to time. Unless otherwise stated, references to a **"Clause"** shall be construed as references to the provision or sub-provision of these Terms of Use. The words "other", "including" and "in particular" do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible. The headings herein are inserted for convenience and for reference only and in no way define, limit or describe the scope of these Terms of Use or the intent of any provision hereof.
- (d) If any period of time specified in these Terms of Use for a given act or event ends on a non-Business Day, then that time is deemed to only end on the next Business Day.

- (e) A reference in these Terms of Use to the Customer and/or the User indemnifying the Bank in respect of an event or circumstance shall include indemnifying and keeping the Bank, each Bank Member, their respective agents, officers and employees harmless, on an after tax basis, from all actions, claims and proceedings from time to time made against them or any of them and all losses, damages, liabilities, payments, costs or expenses suffered, made or incurred by them or any of them as a consequence of or in connection with that event or circumstance.
- (f) These Terms of Use apply to the E-Banking Services provided to the Customer and the User(s). By registering to use the E-Banking Services, the Customer and the User(s) will be, jointly and severally, considered to have accepted these Terms of Use and will be bound by them.

Clause 3. Content of the E-Banking Services

- (a) For illustration purposes, the content of the E-Banking Services may include the followings:-
 - (i) making inquiries on Account status;
 - (ii) performing bank-to-bank transfers, and remittances;
 - (iii) applying for loans;
 - (iv) conducting import/export of funds, and fund management;
 - (v) obtaining and reviewing incident report;
 - (vi) approver's management of approval transactions and access (for business customers only); and
 - (vii) other services as from time to time designated by the Bank.
- (b) The Bank may offer the E-Banking Services through any Channel on such terms and conditions as the Bank may specify from time to time. The Bank has the right to do the following (or any of them) from time to time without prior notice:
 - (i) introduce new E-Banking Services, or vary, suspend or withdraw any existing E-Banking Services;
 - (ii) specify or vary the scope and extent of the E-Banking Services and their features, including:
 - (1) prescribing the types of transactions and dealings which the Customer and/or the User may conduct using the E-Banking Services;
 - (2) setting or varying limits relating to use of the E-Banking Services including daily transaction limits; and
 - (3) reducing (to zero or any other amount) or re-setting any limit relating to use of the E-Banking Services if the Customer and/or the User(s) has not used the relevant E-Banking Services for at least a period of time set by the Bank from time to time. The Bank may reduce or re-set any limit whether it was set by the Customer and/or the User(s) or by the Bank, including any transfer or transaction limit; and

- (iii) set or vary Business Days, Service Hours and the daily cut-off time for any E-Banking Services for different Jurisdictions or markets in different time zones.

Clause 4. Application and Mandates

- (a) The Customer shall submit an application to the Bank in writing or via electronic means (if so allowed by the Bank) for its intended registration for using the E-Banking Services, and if required by the Bank, to provide the Bank with the Mandate in writing for the E-Banking Services. If further required by the Bank, the Customer shall also procure that each of the User(s) provides an acknowledgement in writing confirming receipt or installation of the Security Mechanism and/or Security Codes. Upon receipt of such application, Mandate and/or acknowledgement (if required), the Bank will, subject to Clause 4(b) below, activate access to the E-Banking Services for the Customer and/or the User(s) as soon as reasonably practicable after the Bank verifies and approves the Customer's E-Banking Services application.
- (b) The Bank may not activate access to the E-Banking Services for the Customer and/or the User(s) if the Bank is of the opinion, whose opinion shall be conclusive and binding, that the provision of the E-Banking Services to the Customer and/or the User(s) is in contravention of any law and regulation and/or its internal policy, or that there is any discrepancy, ambiguity or contradiction in information submitted by the Customer to the Bank. Notwithstanding the foregoing, the Bank is not obliged to check the information submitted to the Bank for any discrepancy, ambiguity or contradiction.
- (c) The Customer may appoint one or certain User(s) as administrators and, as such, have greater powers to perform certain actions including changing certain configurations of the E-Banking Services and/or adding other User(s). The Customer is solely responsible for ensuring that its interests are adequately protected when making such appointments. The Bank may require the Customer to execute additional forms if the Customer wishes to give a User the sole power to authorise Transactions.
- (d) For security concerns, the Bank may require the Customer to set and specify various limits relating to the use of the E-Banking Services, including daily transaction limits on transfer, remittance and/or other Transactions. In the event if the Customer fails to set or specify such limit(s), the Bank shall be at liberty (but not an obligation) to set such limit(s) on the Customer's behalf, and the same shall be deemed to be the limit(s) set or specified by the Customer. Notwithstanding the foregoing, the Bank shall not be liable to loss and damage in any respect arising out of or relating to the setting or non-setting of any of such limit(s) whatsoever.

- (e) For the purpose of providing the Customer and/or the User(s) of the E-Banking Services, the Bank may require the Customer to nominate or register specific Account(s) maintained with the Bank or any Bank Member for the purposes of the E-Banking Services. If no such Account is so nominated or registered by the Customer, the Bank shall have the right to link up any Account(s) of the Customer for such purpose at the Bank's sole discretion and initiative, without liability to the Customer whatsoever.

Clause 5. Issuance, Management of Access Means and Security

- (a) Following the approval of the Customer's application for E-Banking Services, the Customer shall, as soon as possible within 7 days after receipt of its login information and initial password ("ID/PW"), complete the registration of its E-Banking Services account with the Bank via the Channel.
- (b) The Customer and/or the User(s) may change the password at any time, but any such change will take effect only after the Bank have accepted it. The Customer acknowledges its understanding that it shall make changes and shall procure its User(s) to make changes to the password regularly and shall not use alphanumeric characters that a third party may easily recognise (e.g. date of birth, phone number, name, etc.) as the password to enhance security. The Bank may require the Customer and/or the Users to change his/her password(s) at intervals of a certain period.
- (c) The Bank may adopt a two-step authentication to enhance security. Apart from the ID/PW, the Customer and the User(s) may be required to have in their possession and use one or more Security Mechanisms, such as token device(s) or digital certificate(s), and/or Security Codes for accessing and using the E-Banking Services. The Bank may issue such Security Mechanism(s) and/or Security Code(s) to the Customer and/or the User(s) upon the Customer's request.
- (d) The Security Mechanisms and/or Security Codes may be dispatched by the Bank or collected by or made available to the Customer and/or the User(s) using any means as the Bank may prescribe from time to time. It is the obligation of the Customer to ensure that the personal information concerning itself, including its correspondence address, email address and/or other means of contact, be up to date and accurate as contained in the Bank's records. While the Bank will take measures to ensure that such means of dispatch or delivery is reasonably reliable, the Bank will not be responsible for any loss, damage, cost or expense howsoever arising from any loss of or failure to dispatch, deliver or make available such Security Mechanisms and/or Security Codes.

- (e) The Customer acknowledges its understanding that prior to the use of the E-Banking Services, the Customer and each User(s) must comply with all requirements, instructions and specifications relating to Security Mechanisms and/or Security Codes prescribed by the Bank from time to time. The Bank may from time to time require the replacement, modification or updating of any Security Mechanism and/or Security Code, or terminate, disable or deactivate the use of any Security Mechanism and/or Security Code.
- (f) Without prejudice to the generality of Clause 3(b), the access to and use of the E-Banking Services may be suspended by the Bank if:
 - (i) the Security Mechanism(s) and/or Security Code(s) has been expired or revoked by the Bank;
 - (ii) there are too many failed login attempts; or
 - (iii) there exists any circumstance that justify the Bank to raise any security concerns.

In such event, the Customer shall make the initiative to satisfy and ease the Bank's concerns, including to conduct such verification steps to the satisfaction of the Bank as the Bank may direct, before it may continue to use the E-Banking Services.

- (g) The Customer is responsible for the use of any Security Mechanism and/or Security Code issued or made available to the Customer and/or the Users. The Customer shall use its best endeavours to ensure that there is no unauthorised use of any Security Mechanism, Security Code or the E-Banking Services. The Security Mechanism is to be used solely by the Customer and/or the Users, and must not be transferred or pledged as security in any way. The Customer must ensure that the Security Code is kept secret and, to the extent that the Security Code is static, the Customer must (a) destroy the written notice from the Bank informing the Customer of the Security Code; and (b) not write down or otherwise record the Security Code without disguising it.
- (h) The Customer is responsible for the security of the Security Mechanisms and/or Security Codes, including without limitation any Mobile Device which contains the Security Mechanisms and/or Security Codes. The Customer will ensure that the Security Mechanisms will be used on a Mobile Device that the Customer and/or its User(s) own or control and shall ensure that any Mobile Device is and will at all times be free from any virus, malicious, destructive or corrupting code, agent, programme or macros.
- (i) All rights, title and interest in the Security Mechanisms belong to the Bank or a third-party vendor and subject to the terms of the licence pertaining to the Security Mechanisms, the Customer undertakes:

- (i) save to the maximum extent permitted under applicable law, not make copies of, distribute, modify or reverse engineer the Security Mechanisms;
 - (ii) to use the Security Mechanisms solely for the purpose of accessing and using the E-Banking Services in accordance with any licence, user guide or other documentation provided with the Security Mechanisms;
 - (iii) not to do or omit to do any act which would cause us to be in breach of the Bank's obligations to the third-party vendor.
- (j) The Customer and/or its User(s) must not change, tamper or modify any part of the Bank's System or the Security Mechanism without the Bank's prior written consent and the Customer is responsible for all costs or expenses incurred by the Bank in rectifying the System and/or the Security Mechanism because of such unauthorised change, tampering or modification.
- (k) Any Security Mechanism is provided "as is" and no warranty is given on the Security Mechanism, including without limitation its reliability, functionality or availability. To the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of the Security Mechanism are excluded from these Terms of Use (including, without limitation, the implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).
- (l) The Security Mechanisms must immediately be returned to the Bank or permanently destroyed or deleted, upon the Bank's request or upon cancellation or termination of the relevant E-Banking Services.
- (m) The Customer shall indemnify and hold the Bank, each Bank Member, their respective agents, officers and employees harmless to the fullest extent permitted by any applicable law against any actions, proceedings and claims which may be brought by or against the Bank or any of the foregoing persons, and for all losses, damages and reasonable costs and expenses which the Bank or any of the foregoing persons may incur or suffer as a result of or in connection with a breach of any provision or undertaking under this Clause 5.

Clause 6. System Requirements

- (a) The Customer and each of its User(s) shall set up and maintain their own System and other facilities for accessing and using the E-Banking Services. It is the sole responsibility of the Customer and the User(s) to monitor and regularly review the adequacy of their System and other facilities, and security arrangements protecting such System and other facilities from unauthorised access or use.

- (b) The Bank may, from time to time, notify the Customer and/or the User(s) of the preferred hardware and software requirements (including updates and/or patches that need to be installed) for accessing and using the E-Banking Services (the "**Requirements**"). However, the Bank will not be responsible for any failure to access or use the E-Banking Services if the System or other facilities of the Customer and/or the User(s) do not satisfy the Requirements.
- (c) The Bank may provide the Customer and/or the User(s) with certain software(s) and/or Mobile Device application(s) for installation on their own System (the "**Software**"). The Software so provided may originate from the Bank or may be licensed from a third-party vendor. Such Software is provided on "as is" basis and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of the Software are excluded from these Terms of Use (including, without limitation, the implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).
- (d) All rights, title and interest in the Software belong to the Bank or the third-party vendor, as the case may be, and, subject to the terms of the licence pertaining to the Software, the Customer undertakes:
 - (i) save to the maximum extent permitted under applicable law, not make copies of, distribute, modify or reverse engineer the Software;
 - (ii) to use the Software solely for the purpose of accessing and using the E-Banking Services in accordance with any licence, user guide or other documentation provided with the Software;
 - (iii) not to do or omit to do any act which would cause the Bank to be in breach of its obligations to the third-party vendor; and
 - (iv) to pay the Bank any licence fee payable in respect of the use of the Software.
- (e) The Customer shall indemnify and hold the Bank, each Bank Member, their respective agents, officers and employees harmless to the fullest extent permitted by any applicable law against any actions, proceedings and claims which may be brought by or against the Bank or any of the foregoing persons, and for all losses, damages and reasonable costs and expenses which the Bank or any of the foregoing persons may incur or suffer as a result of or in connection with a breach of any provision or undertaking under this Clause 6.

Clause 7. Service Hours

- (a) The Customer and/or its User(s) may use the E-Banking Services within the Service Hours as from time to time specified by the Bank.

- (b) The Service Hours are subject to change at the Bank's sole discretion, and the Bank may by reasonable notice in writing to the Customer and/or the User(s) or via notice to be posted on the Channel of the E-Banking Services or such other mode of communication that the Bank deem appropriate, inform the Customer and/or its User(s) of such changes prior to the effective date, provided that the Bank is not obligated to give the Customer and/or its User(s) any advance notice if amendments are required in an emergency or where it is impracticable for the Bank to give such advance notice, such as in case of system failure, urgent program maintenance, other external factors those beyond the Bank's control (in which case such amendments will take immediate effect).

Clause 8. Electronic Instructions and processing

- (a) The Customer and/or its User(s) are required to successfully log-on to the E-Banking Services upon identity verification in such manner(s) as from time to time required by the Bank before they may give instructions to the Bank or communication with the Bank online. The Bank is not considered as having received the Customer's Electronic Instructions or communications unless they are given in such manner as the Bank may specify from time to time and after such Electronic Instruction is received by the Bank's System hosting the E-Banking Services. Any Electronic Instruction received by the Bank after the relevant cut-off time on a Business Day (as notified to the Customer and/or its User(s) from time to time) or on a non-Business Day will be treated as an Electronic Instruction received on the next Business Day.
- (b) The Customer must ensure that only itself or its User(s) with proper and valid authority (within any limits set by the Customer on the relevant User(s)) may send or transmit or authorise the sending or transmission of Electronic Instructions to the Bank via the E-Banking Services. The Customer acknowledges and agrees that its User(s) are severally and/or jointly (as the case may be) authorised to give Electronic Instructions on the Customer's behalf, even if such Electronic Instructions conflict with other orders or instructions given by the Customer and/or any of its User(s) at any time, including other orders or instructions relating to the operation of the Customer's Accounts (where applicable). The User(s) shall act as the Customer's agent, and shall be conclusively deemed as such, when accessing and/or using the E-Banking Services. For the avoidance of doubt, the Customer hereby authorises the Bank to treat all Electronic Instructions received as instructions or other communications properly authorised by the Customer and binding upon it, even if made fraudulently and even if they conflict with the terms of any other instructions given by the Customer.
- (c) In the event the Customer wishes to revoke or make change(s) to the authority of any of its User(s), it is the Customer's obligation to notify the Bank promptly and in manner(s) as the

Bank may specify from time to time. Unless the Bank has received such notification from the Customer and be allowed reasonable time to effectuate such revocation and amendment on its record, the Bank shall be entitled to rely and act on the correct entry and log-on to the System of the E-Banking Services as conclusive evidence of the authenticity of an Electronic Instruction and authority of the originator of such Electronic Instruction. The Customer is responsible and liable for all Transactions entered into or purported to be entered into in this regard.

- (d) Notwithstanding the receipt of any Electronic Instruction, the Customer agrees and acknowledges that the Electronic Instructions may not be processed immediately, around the clock or in a timely manner but the processing is dependent, among other things, on the time and day that such Electronic Instructions are received by the Bank, or the business hours of any exchange, or any other party processing the Electronic Instructions, and is subject to the Bank's internal policy.
- (e) The Customers also agrees and acknowledges that:
 - (i) the processing of Electronic Instructions or Transactions is subject to the Bank's prevailing standard procedures, service standards and pricing schedules;
 - (ii) the Bank is appointed by the Customer and not by any other party;
 - (iii) the Customer and its User(s) are responsible for the accuracy and completeness of Electronic Instructions; and
 - (iv) the Bank's role in each Transaction is limited to being a service provider of the E-Banking Services, and the Bank does not act as the agent of the Customer and/or its User(s) or have any fiduciary relationship with them.
- (f) The Bank may at their sole discretion and without giving any reason:
 - (i) require the Customer and/or its User(s) to provide alternative proof of identity;
 - (ii) require any Electronic Instructions to be confirmed through alternative means;
 - (iii) decline to act or refrain from acting promptly upon any Electronic Instructions (e.g. where the Bank need to verify the accuracy or authenticity of the Electronic Instructions); and/or
 - (iv) determine the order of priority in effecting any Electronic Instructions, the Transactions and other existing arrangements the Customer has made with the Bank.
- (g) Notwithstanding anything mentioned above, the Bank is entitled to act according to its regular business practice and procedure and will only accept instructions, including Electronic Instruction, and to act accordingly insofar as it is (in the Bank's reasonable opinion) practicable and reasonable to do so.

Clause 9. Non-processing of Electronic Instructions

- (a) The Bank reserves its right not to process an Electronic Instruction (or not to process such Electronic Instruction in a timely manner) if the Bank has reason to suspect that there is any error, fraud or forgery, or if the Bank is of the opinion, whose opinion shall be conclusive and binding, that the Electronic Instruction is inaccurate or incomplete. To the maximum extent permissible under applicable law, the Bank will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which the Customer and/or its User(s) may suffer or incur because of the Bank exercising its rights under this Clause or acting upon or relying on such erroneous, fraudulent, forged, incomplete or inaccurate Electronic Instructions. Notwithstanding the foregoing, the Bank is not required to investigate the authenticity or authority of persons (whether User(s) or otherwise) effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions.
- (b) Without prejudice to the generality of the foregoing Clause 9(a), the Bank may refuse to process an Electronic Instruction if:
- (i) the relevant Account(s) has insufficient available funds to meet or satisfy any request under the Electronic Instruction;
 - (ii) the relevant Account(s) has been terminated or being suspended or frozen;
 - (iii) the amount(s) to be transacted under the Electronic Instruction exceeds any limit set and enforced on the relevant type(s) of Transaction and/or Account(s);
 - (iv) a certificate of balance concerning the relevant Account(s) has been issued on the relevant date of Transaction; or
 - (v) the furtherance of processing the Electronic Transaction and/or the effectuation of the Transaction is, in the Bank's opinion (whose opinion shall be conclusive and binding), in contravention of any law and regulation and/or its internal policy.

Clause 10. Cancellation or Change of Electronic Transaction

- (a) The Customer and/or its User(s) shall have no right to modify, cancel or withdraw an Electronic Instruction once given to the Bank, unless with the consent of the Bank and/or any other applicable Bank Member.

Clause 11. Unauthorised Access

- (a) In the event of the Customer reasonably believe that any Security Mechanism is lost, damaged, corrupted, compromised or if there has been any unauthorised disclosure or use of any Security Mechanism and/or Security Codes, the Customer shall immediately notify the Bank via Designated Contact in writing. The bank's Designated Contact will provide an acknowledgement confirming receipt of such notice as soon as reasonably practicable.

However, the Bank is not deemed to have received such notice unless the Designated Contact has acknowledged receipt in writing, whether via email or otherwise.

- (b) Once the Bank receives any notice given under Clause 11(a) above, the Bank will:
 - (i) as soon as reasonably practicable suspend or terminate the compromised Security Mechanism and/or Security Codes; and
 - (ii) use reasonable endeavours to stop the processing of outstanding Electronic Instructions originating from the compromised Security Mechanism and/or Security Codes.

The Customer will be bound by all Transactions arising from Electronic Instructions which the Bank relied upon before such suspension or termination, or the processing of which the Bank was unable to stop.

- (c) Following the occurrence of any event referred to in Clause 11(a) above, the Bank may issue or make available replacement Security Mechanism and/or Security Codes to the Customer and/or its User(s) and charge a replacement fee (as the Bank may from time to time specify).

Clause 12. Record Conclusive and Handling Errors

- (a) Except for manifest error, the Customer acknowledges its acceptance of the Bank's records of any Electronic Instruction, Transaction or other communications between the Bank and the Customer and/or its User(s) as final and conclusive and binding for all purposes.
.
- (b) The Customer must inform the Bank of any discrepancy or inaccuracy in any Transaction advice, statement or record that the Bank sends to the Customer within 90 calendar days from the date of such statement or record. If the Customer fails to do so, it will be deemed to have accepted it and will no longer have the right to dispute the contents of such statement or record and such statement or record shall be regarded as being final and conclusive and binding on the Customer.
- (c) To the maximum extent permissible under applicable law, the Customer agrees that all the Bank's records are admissible in evidence and will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by a computer system.

Clause 13. Fees and Payment Methods

- (a) The Customer hereby agrees to pay all the Bank's charges, costs and expenses for providing the E-Banking Services and any and all ancillary services in accordance with the scale of charges

(the "**Fees Scale**") agreed from time to time between by the parties, and any other sums which the Customer has agreed to bear under these Terms of Use. For the avoidance of doubt, the Customer hereby acknowledges that it has already reviewed and understood the Fees Scale that currently applies.

- (b) In case of any amendment be made to the Fees Scale or any sums payable by the Customer herein, the Bank will by giving 30 calendar days' notice in writing to the Customer or via notice to be posted on the Channel of the E-Banking Services or such other mode of communication that the Bank deem appropriate, inform the Customer of such changes prior to the effective date, unless such changes are not within the Bank's control.
- (c) The Bank hereby authorise the Bank to debit any charge, cost, expense and sum payable by the Customer from any Account(s) of the Customer, even if such debiting may result in the relevant Account(s) being overdrawn. If such charges, costs, expenses and sums are debited from the Account(s) denominated in another currency, the Customer agrees that the Bank may convert the amount to be debited using the Bank's prevailing exchange rates. The Customer further undertakes that it will execute and furnish to the Bank any written authority or instrument as the Bank may require to give effect to this Clause 13(c).
- (d) In the event any tax or surcharge is chargeable, whether by law or otherwise, on any payment made to the Bank, the Customer shall indemnify the Bank against such tax or surcharge payments.

Clause 14. Consent for the Use of Personal Data

- (a) For the purpose of providing the Customer with the E-Banking Services, the Customer hereby acknowledges and agrees that the Bank, the Bank Member, and their respective officers, employees and agents are authorised to provide or disclose any information whatsoever relating to the Customer and/or its User(s) (including but not limited to their respective Personal Data), the use of the E-Banking Services, the Transactions and the Account(s) (whether such information was obtained by the Bank or any Bank Member previously, is maintained with and/or being kept in the Bank's or any Bank Member's record(s) at any time, or otherwise is or will be collected by the Bank or any Bank Member at any time) (the "**Information**"), to:
 - (i) any Bank Member;
 - (ii) any Service Provider;
 - (iii) any person to the extent necessary for the purpose of giving effect to any Electronic Instruction and/or Transaction; or
 - (iv) any prospective or actual successor, assignee or transferee of, or participated in, any of the Bank's rights or obligations under these Terms of Use.

(the above be collectively referred to as the "**Recipients**")

The Customer further acknowledges and agrees that the Information may be required to be transferred and/or transmitted to, and be held, processed or used in whole or in part by, a Recipient outside the Jurisdiction.

- (b) Without prejudice to Clause 14(a) and the application concerning disclosure and/or use of information in any similar provisions in the Account Opening Terms, the Customer acknowledges and agrees that the Bank and each of the Recipients can hold, process or use any of the Information for the purpose of or in connection with:
 - (i) the provision of the E-Banking Services and for any other purpose relating to or connected with the Customer's or its Users' access to or use of the E-Banking Services;
 - (ii) the abstract and/or provision of information concerning status the Account(s) for the performance of relevant inquiry function(s) via the Channels;
 - (iii) the Bank's functions in approving credits or loans, including assessment and determination of credit limits and credit decisions;
 - (iv) the enforcement of the Bank's rights concerning any non-compliance with these Terms of Use; and
 - (v) such other purpose(s) necessary for the Bank, the Bank Members and/or other Recipients in fulfilling their respective obligations concerning the provision of the E-Banking Services.(the above be collectively referred to as the "**Purposes**")

- (c) The Customer hereby undertakes to inform all individuals whose Information is or will be supplied to the Bank and/or the Recipients of all matters mentioned in Clauses 14(a) and (b) above and shall ensure that such individuals have agreed to the terms of this Clause 14.
- (d) For the avoidance of doubt, nothing herein shall prejudice the rights and obligations on the part of the Bank and/or the Bank Members to comply with any order imposed by a court of competent jurisdiction and/or any applicable laws, including anti-money laundering and anti-terrorism laws.
- (e) This Clause 14 shall survive the termination, for whatever reasons, of these Terms of Use and, where applicable, the closure of the Account(s).

Clause 15. Representations and Warranties

- (a) The Customer hereby represents and warrants at all time that:

- (i) all information that the Customer provides to the Bank in connection with the E-Banking Services (including particulars of the Customer and those of its Users) is complete, true and accurate in all respects;
- (ii) the Customer is (i) validly existing; (ii) not insolvent; and (iii) legally capable of entering into and performing the obligations under these Terms of Use and any applicable laws;
- (iii) the Customer has satisfied all conditions and performed all actions required to be taken in order to (i) enable it to lawfully enter into and perform its obligations under these Terms of Use and any applicable laws; and (ii) ensure that those obligations are valid, legally binding and enforceable at all time.

Clause 16. Indemnities and Limitation of Liability

- (a) Given the nature of E-Banking Services, the Customer acknowledges that there are certain security, corruption, transmission error and availability risks associated with the its usage and hereby agrees, to the maximum extent permitted under any applicable law, to assume such risks.
- (b) To the maximum extent permitted under any applicable law, the Customer acknowledges and agrees that the Bank, the Bank Members and each of the Service Providers are not liable to the Customer for:
 - (i) any indirect, consequential, special or punitive loss or damage arising from the provision of the E-Banking Services, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise;
 - (ii) any losses, damages, costs or expenses (whether direct or indirect, and whether foreseeable or not) which the Customer and/or its Users may suffer or incur, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise, arising from (i) any unavailability of the E-Banking Services, (ii) the Customer's and/or its Users' access or use or their inability to access or use the E-Banking Services, the Channel, or any Security Mechanism, (iii) the installation, updating and/or use of the Software or Security Mechanism; (iv) failure of the Bank's System, Security Code and/or Security Mechanism, (v) any information in relation to the System and/or any content made available through the E-Banking Services being inaccurate in any manner whatsoever, (vi) any failure to receive or delay in receiving Electronic Instructions because of any failure of the Customer's and/or its Users' System or other facilities or the telecommunication links used to transmit the Electronic Instructions, (vii) any delay where the contents of an Electronic Instruction are ambiguous, incomplete or otherwise inaccurate, (viii) any unauthorised use, modification or tampering of the Security Mechanism, Security Codes or the E-Banking Services; (ix) any breach of security or unauthorised use of, corruption or transmission error associated with, the Customer's

and/or its Users' System or other facilities, (x) any act or omission of telecommunications carriers, internet service providers or any other third-party Service Provider or sub-contractor of the Bank, (xi) the exercise of any of the Bank's rights under these Terms of Use, (xi) the Bank's reliance on such information submitted to them; or (xiii) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; or (xiv) any event or circumstance beyond the Bank's control, including any governmental restriction, intervention or imposition of emergency procedure or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war or strike.

- (c) The Customer acknowledges and agrees that the Bank may use the Service Providers to carry out any of the E-Banking Services. To the maximum extent permitted under any applicable law, the Bank is not liable for any default on the part of such Service Providers.
- (d) To the maximum extent permitted under any applicable law, except if it is the result of fraud, gross negligence or wilful misconduct on the part of the Bank, the Customer shall indemnify the Bank against any claim, demand, action or proceeding which may be made against the Bank and any losses, damages, costs or expenses (including legal fees) which the Bank may incur or suffer (directly or indirectly) because of:
 - (i) any breach or non-compliance by the Customer and/or its User(s) of or with these Terms of Use including any failure to obtain consent pursuant to Clause 14(c) above and any breach of the representations and warranties specified in Clause 15 above;
 - (ii) any unauthorised use, modification or tampering by any party of the Security Code or Security Mechanism;
 - (iii) any failure or malfunction in the Customer and/or its Users' System(s) used in connection with the E-Banking Services;
 - (iv) any computer viruses or other malicious, destructive or corrupting code, agent, program, macros or other software routine or hardware components designed to permit unauthorised access which have been introduced by the Customer and/or its User(s), which affects or causes the E-Banking Services and/or the Bank's and/or the Bank Members' hardware, software and/or other automated systems to fail or malfunction;
 - (v) any information or documents furnished by the Customer and/or its Users to the Bank, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided;
 - (vi) the exercise of the Bank's rights under these Terms of Use;
 - (vii) the Bank's and/or the Bank Members' acting or relying on the Electronic Instructions; or

- (viii) material comprised in the Electronic Instructions or otherwise provided by the Customer and/or its Users violates any applicable laws, regulations or third-party rights including intellectual property rights.

Clause 17. The Bank's compliance with Legal Obligations

- (a) For the avoidance of doubt, nothing herein shall restrict the Bank and/or any Bank Member from acting in compliance with any order of court, judgment or arbitral award served upon the Bank and/or the Bank Members in relation to any Transaction, without the Customer's approval.
- (b) The Bank and the Bank Members are not liable for any loss, liability, delay or cost incurred by the Customer and/or its User(s) because of the taking such action(s) as is necessary to comply with legal or regulatory obligations in the Jurisdiction.

Clause 18. Termination

- (a) The Customer may, by giving not less than 14 calendar days' written notice, to the Bank to terminate the use of the E-Banking Services.
- (b) The Bank may, by giving not less than 14 calendar days' written notice, terminate the Customer and/or its Users' access to the E-Banking Services at any time without liability whatsoever to the Customer and/or its User(s).
- (c) Without prejudice to any other rights or remedies which the Bank may have under these Terms of Use, the Bank may, without liability whatsoever to the Customer and/or its User(s), immediately terminate or suspend the Customer's and/or its Users' access to the E-Banking Services and/or stop the processing of any Electronic Instruction or Transaction, if any one or more of the following events be occurred:
 - (i) the Customer and/or any of its User(s) is in breach of these Terms of Use or any other agreement with the Bank or any Bank Member;
 - (ii) the Customer and/or any of its User(s) is insolvent, unable to pay their respective debts as they fall due, have a receiver, administrator or manager appointed over the whole or any part of their respective assets or business, make any composition or arrangement with their respective creditors or an order or resolution is made for dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);
 - (iii) any relevant licence or authorisation which is required in order for the Bank and/or any Bank Member to fulfil these Terms of Use, provide the E-Banking Services or operate the System, is terminated or suspended;

- (iv) the Customer and/or any of its User(s) is or become subject to a regulatory investigation and/or legal proceeding whereby continuing to offer the E-Banking Services is (in the Bank's reasonable opinion) likely to raise reputational issues for the Bank;
 - (v) such action is required to fulfil the Bank's and/or the Bank Members' legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or the Bank's internal policies and procedures; or
 - (vi) such action is required in order to protect the Bank's and/or the Bank Members' System from harm, including from any form of denial of service attack or from viruses or malicious codes.
- (d) To the extent that a court order is required for termination of access to or use of the E-Banking Services, the Customer agrees to waive any provisions, procedures and operation of any applicable law in order to give effect to the foregoing provisions of this Clause.

Clause 19. Notices

- (a) Unless otherwise specified in these Terms of Use, all notices, demands or other communications required or permitted to be given herein (the "**Notices**") shall be in writing, and shall delivered personally or sent by prepaid registered post or by facsimile or by electronic mail addressed:
- (i) in the case of a Notice to the Customer, to the address, facsimile number or electronic mail address last registered with the Bank; and
 - (ii) in the case of a Notice to the Bank, to the Designated Contact.
- (b) The Customer shall be deemed to receive any Notice sent by the Bank in respect of the E-Banking Services (a) if delivered personally, at the time of delivery; (b) if sent by prepaid registered post, 3 business days after posting; (c) if sent by facsimile, at the time shown in the Bank's transmission report as being successfully sent; and (d) if sent by email, at the time the Bank send it to the Customer's email address.

Clause 20. Changes to Terms of Use

- (a) The Bank may by notice in writing to the Customer and/or the User(s) or via notice to be posted on the Channel of the E-Banking Services or such other mode of communication that the Bank deem appropriate, amend these Terms of Use, and the Bank will give the Customer:
- (i) 30 calendar days' notice where the amendment relates to the Fees Scale or any fee, expense or charge payable by the Customer herein, or the Customer and/or its Users' liabilities and obligations herein;
 - (ii) Reasonable notice in case of any other amendment,

provided that the Bank is not obligated to give the Customer an advance notice pursuant to this Clause if such amendments are required in an emergency or where it is impracticable for the Bank to give such advance notice (in which case such amendments will take immediate effect).

- (b) In the event the Customer and/or any of its Users continue to use the E-Banking Services after the effective date of such amendment, the Customer shall be deemed to have agreed to the same.

Clause 21. Assignment and Transfer

- (a) The rights to use of and access to the E-Banking Services are personal to the Customer, and the same shall not be assigned or otherwise disposed of by the Customer to any third party without first obtaining the written consent from the Bank.
- (b) The Bank may transfer any or all of its rights and obligations under these Terms of Use without the Customer's consent to any Bank Member or third party. Once the Customer is being notified of such transfer, the transferee will assume all transferred rights and obligations from the transfer date. In addition to the above, the Bank may, without notice to or consent from the Customer, delegate or sub-contract any rights or obligations under these Terms of Use to any third party, and appoint third-party Services Providers, agents or sub-contractors to provide the whole or part of the E-Banking Services.

Clause 22. Third Parties' Rights

- (a) Save as otherwise provided in these Terms of Use, a person who is not a party hereto shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce any provisions herein unless with the written consent of the Bank. For the avoidance of doubt, this provision does not affect any right or remedy of a third party which exists or is available apart from the said Ordinance.

Clause 23. Waiver and Severability

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

- (b) If any provision of these Terms of Use ceases to be legal, valid, binding and enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction shall be affected.

Clause 24. Priority in Application of Terms of Use

- (a) In addition to these Terms of Use, the Account Opening Terms (where applicable) and the Bank's prevailing terms and conditions governing other services provided to the Customer ("**Other Terms and Conditions**") will, unless otherwise specified in writing, continue to apply and bind the Customer.
- (b) To the extent these Terms of Use not to be in conflict with such Other Terms and Conditions, these Terms of Use shall be in addition to, but not in substitution of, any of the Other Terms and Conditions.

Clause 25. Governing Law and Jurisdiction

- (a) These Terms of Use are governed by and shall be construed in accordance with the laws of Hong Kong.
- (b) The parties submit to the non-exclusive jurisdiction of the Hong Kong courts and the Customer hereby waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.
- (c) Nothing herein shall limit the right of the Bank to commence any legal action against the Customer and/or its property in any other jurisdiction or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.
- (d) Where the Bank elects to commence proceedings in Hong Kong, the Customer shall irrevocably and unconditionally waive any objection which it may now or hereafter have to the choice of Hong Kong as the venue of any legal action arising out of or relating to these Terms of Use. The Customer also agrees that a final judgment against itself in any such legal action shall be final and conclusive and may be enforced in any other jurisdiction, and that a certified or otherwise duly authenticated copy of the judgment shall be conclusive evidence of the fact therein.

Addendum

Article 1. Effective Date

(1) These Terms of Use shall be effective as of January 1st, 2020.

Schedule I

Designated Contact of the Bank

Address: Unit 6201, Level 62,
International Commerce Centre,
1 Austin Road West, Kowloon,
Hong Kong

Fax No.: +852 2151 9136

Contact Person: Deposit Manager