

Customer Terms and Conditions for e-Cheques Services are set out in Condition 4 (Cheques) in Part 2 (Banking Services) of our “Conditions for Services”, excerpt as below:

4.13 e-Cheques Services

(a) e-Cheques Services provisions - applicability and definitions

- (i) The provisions in this Condition 4.13 apply to our services relating to e-Cheques. The other provisions of these Conditions which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Condition 4.13. The provisions of this Condition 4.13 prevail if there is any inconsistency between them and other provisions of these Conditions with respect to the e-Cheques Services.
- (ii) 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.

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

"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to us.

"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 Issuance Services" and "e-Cheques Deposit Services" mean the services offered by us to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques 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 us 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.

"you" means each customer to whom we provide 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.

(b) Nature and scope of e-Cheques Services

- (i) We may provide e-Cheques Services at our discretion. If we provide e-Cheques Services to you, you may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- (ii) e-Cheques Issuance Services allow you to issue e-Cheques drawn on us, in accordance with Condition 4.13(c) below.
- (iii) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Condition 4.13(d) below.
- (iv) We may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.

- (v) We have 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):
 - (A) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (B) any maximum total amount or total number of e-Cheques which you may issue in any specified period; and
 - (C) any fees and charges payable by you for the e-Cheques Services.
- (c) **e-Cheques Issuance Services**
 - (i) Format of and steps for issuing an e-Cheque
 - (A) You are required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by us from time to time. You are not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (B) Each e-Cheque must be signed by you (as payer) and by us (as Payer Bank) with our respective digital signatures in the sequence set by us, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (C) Where you draw an e-Cheque on a joint account, you are solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
 - (D) Where you are a corporation or any other entity, you are solely responsible for ensuring that each e-Cheque is signed on your behalf by such person(s) following such signing arrangement as authorized by you for signing e-Cheques from time to time.
 - (ii) e-certificate
 - (A) Your digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
 - (B) Your digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate .
 - (C) If you choose to produce your digital signatures by a general purpose e-certificate, you are required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Condition 4.13(c)(ii)(A) above.
 - (D) We may provide services relating to the specific usage e-certificate at our discretion. Our services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on your

behalf. If we provide such services and you choose to produce your digital signatures by a specific usage e-certificate, you direct and authorize us to:

- (1) provide such services in the scope and manner set by us from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for you, and effect and produce your digital signatures on e-Cheques on your behalf as instructed by you from time to time; and
- (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.

(E) In applying for a specific usage e-certificate for you, we are entitled to rely on the information provided by you. You are solely responsible for providing us with correct and up-to-date information. If we obtain a specific usage e-certificate based on incorrect or outdated information provided by you, you are still bound by any e-Cheque signed by digital signatures produced by that e-certificate.

(F) An e-certificate is issued by the relevant certification authority. You are bound by the terms and conditions specified by that certification authority in relation to your e-certificate. You are solely responsible for performing your obligations under those terms and conditions.

(iii) Sending e-Cheques to payees

(A) Once you confirm to issue an e-Cheque, we will generate the e-Cheque file. You may download the e-Cheque file for delivery to the payee yourself. Alternatively, we may send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.

(B) You should not issue an e-Cheque (or instruct us to issue an e-Cheque on your behalf) to a payee unless the payee agrees to accept e-Cheques. You are solely responsible for:

- (1) before issuing an e-Cheque (or instructing us to issue an e-Cheque on your behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
- (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
- (3) providing us with correct and up-to-date contact information of a payee to enable us to send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.

(C) The e-Cheque file will be regarded as having been delivered to the payee upon our sending it to the payee by electronic means using the payee's contact information provided by you. We do not have any duty to verify whether the payee has

actually received the e-Cheque file. We advise you to check with the payee whether he has actually received the e-Cheque file, whether it is sent by you or by us.

(iv) **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. We are 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 Condition 4.13(c)(i)(A) above and Conditions 4.13(e)(i) and 4.13(e)(ii) below, you expressly accept the waiver of presentment requirements set out on an e-Cheque from time to time.

(d) **e-Cheques Deposit Services**

(i) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the Drop Box Service provided by the Clearing House or using our Deposit Channels.

(ii) **Drop Box Service**

(A) The Drop Box Service is provided by the Clearing House. You are bound by the Drop Box Terms in relation to your use of the Drop Box Service. You are solely responsible for performing your obligations under the Drop Box Terms.

(B) In order to use the Drop Box Service, you are required by the Drop Box Terms to register a Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the Drop Box Terms to register a Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

(C) Any issue relating to the use of the Drop Box Service should be handled in accordance with the Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your Drop Box Account.

(D) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the Drop Box Service provided by the Clearing House. Unless otherwise stated in the Drop Box Terms, you bear the responsibilities and risks relating to the use of the Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Drop Box Service.

(iii) Our Deposit Channels

- (A) We may specify or vary from time to time without notice (i) the available Deposit Channels; and (ii) the terms governing the use of any Deposit Channel.
- (B) You are responsible for the presentment of all e-Cheques by you or any other person via your Payee Bank Account by using our Deposit Channels.

(e) **Handling of e-Cheques, associated risks and our liabilities**

(i) Handling of e-Cheques

You understand that we 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 you or payable to you. Accordingly, we are entitled to pay and collect e-Cheques for you 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:

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

(ii) Restriction of our liability

Without reducing the effect of the other provisions of these Conditions:

- (A) we are not liable for loss, damage or expense of any kind which you 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 you or presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
- (B) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the Drop Box Service by you or any other person, or the Drop Box Terms;
 - (2) your failure to comply with your obligations relating to the e-Cheques Services, including your obligation to safeguard against issuance of e-Cheques by unauthorized persons;

(3) presentment of any e-Cheque issued by you or payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

(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 our reasonable control; and

(C) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(iii) Your confirmation and indemnity

(A) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.

(B) Without reducing the effect of any indemnity given by you under other provisions of these Conditions or any other rights or remedies that we may have, you will indemnify us and our 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Services or your use of the e-Cheques Services.

(C) 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 our negligence or wilful default or that of our officers, employees or agents.

(D) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.