

13 August 2018

Notice of Amendments to Conditions for Services (“CFS”)

Thank you for choosing the services of Bank of China (Hong Kong) Limited.

Please be informed that the Bank’s CFS have been revised and will be effective from 17 September 2018 (“Effective Date”). Part A of the amendment details enclosed sets out a summary of the amendments to “Part 1: General Provisions” and “Part 2: Banking Services” of the CFS. In Part B, details of the amendments are provided for your ease of reference.

With regards to the amendments relating to "Faster Payment System", with the forthcoming implementation of Faster Payment System in Hong Kong, the Bank is prepared to provide you with faster and convenient payment and transfer services that adopt the use of the new system. Details of the related products and services will be separately announced soon through other means.

Please note that the amendments to the CFS shall be binding on you if you continue to maintain your account(s) with the Bank or use any of our banking, financial or other services on or after the Effective Date. If you do not accept the amendments, we may not be able to continue to provide services to you. Should you have any enquiry / response regarding the amendments, please call our customer services hotline (852) 3988 2388.

The amended version of the CFS will be available at our official website (www.bochk.com) and displayed in our branches from the Effective Date. Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

Bank of China (Hong Kong) Limited

Note: This is a computer generated document that requires no signature

Amendment Details

A. Key Changes of the CFS

Part 1: General Provisions

Summary of the amendments / Important Notes	Section
<u>Password</u>	
<ul style="list-style-type: none"> To specify that changes in customers' authorized signatories or signing arrangements will not affect operation by their existing passwords, customers will have to change their passwords if they do not wish to allow access to their accounts by their existing passwords. 	1
<ul style="list-style-type: none"> To specify that customers may be responsible for unauthorized transactions made from their accounts if they have not kept their mobile devices and security details safe or have not followed the security measures the Bank advises them to take from time to time. 	2
<ul style="list-style-type: none"> To specify that subject to compliance with specified conditions (including those set out in the CFS and others) and under specified circumstances, customers may not be liable for direct loss caused by unauthorized transactions conducted through their accounts. 	3
<ul style="list-style-type: none"> To amend paragraph reference in light of the addition of new Condition 2.5 mentioned above. 	4
Biometric authentication	
<ul style="list-style-type: none"> To introduce new Condition 3 for the use of biometric authentication. Subsequent paragraph reference will have to be amended in light of the addition of new Condition 3. 	5
Payments/delivery	
<ul style="list-style-type: none"> To include the use of applicable account identifiers (including Proxy ID) in addition to designated account numbers to identify the accounts. 	6

Part 2: Banking Services

Summary of the amendments / Important Notes	Section
<u>Collections/payment in</u>	
<ul style="list-style-type: none"> To make clear that depending on the service you are using, we may treat items including cash deposited after daily cut off time as received on our following business day. 	7
<u>Payments out/remittances</u>	
<ul style="list-style-type: none"> To include “paying institution” in Conditions 1.6, 2.4 and 2.5. 	8,9,10
<ul style="list-style-type: none"> To make clear that we are not required to advise you in advance of fees and charges imposed by other banks/institutions which process your payment/remittance. 	11
<ul style="list-style-type: none"> To make clear that you authorize us to disclose your stated payment purposes relating to your remittances to relevant parties and that we are not responsible to any parties in any manner when making any remittances upon your instructions. 	12
<u>Autopay Services</u>	
<ul style="list-style-type: none"> The entire condition is deleted. Terms and conditions in relation to the Autopay Services (including all the revisions made in view of the launch of Faster Payment System service) will be included in a separate document titled “Terms and Conditions for Autopay Services”. The relevant customers will be notified of such “Terms and Conditions for Autopay Services” by us through other means. 	13
<u>Bank Services relating to Faster Payment System</u>	
<ul style="list-style-type: none"> In view of the launch of Faster Payment System services, a new Condition 13 is introduced. 	14

B. Details of the CFS amendments

Part 1: General Provisions

Section	Amendments
1	<p>Amend Condition 2.2 as follows:</p> <p>“Any instruction given by the use of your password is valid and binding on you. This is so notwithstanding any different requirements in your mandate or any other arrangement. Changes in your authorized signatories or signing arrangement will not affect operation by your existing password, you will have to change your password if you do not wish to allow access to your account by your existing password.”</p>
2	<p>Introduce new Condition 2.5 as follows:</p> <p><u>“You may be responsible for unauthorized transactions made from your accounts if you have not kept your mobile device and your security details, including your password, safe or if you have not followed the security measures that we advise you to undertake from time to time including those set out in the Security Information and such other terms and conditions applicable to the use of mobile/internet banking.”</u></p>
3	<p>Renumber the previous Condition 2.5 from 2.5 to 2.6 and amend the renumbered Condition 2.6 as follows:</p> <p><u>“Subject to your obligations to comply with Condition 2.3 and/or 2.4 and follow such security measures provided by us from time to time, including but not limited to the Security Information, and if in our reasonable opinion, there is no gross negligence or fraud on your part, then you are not liable for any direct loss caused by unauthorized transactions conducted through your account as a result of:</u></p> <ul style="list-style-type: none"> <u>i. computer crime not prevented by our security system;</u> <u>ii. a human or system error caused by us resulting in an improper transaction leading to lost or misplaced funds; or</u> <u>iii. a missed or mis-directed payment caused by us.</u>

	<p><u>This Condition does not apply (a) unless the unauthorized instruction was given electronically, (b) to you unless you are a private individual (excluding sole traders, partnerships, clubs and societies), or (c) to unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.”</u></p>
4	<p>Renumber the previous Condition 2.6 from 2.6 to 2.7 and amend the renumbered 2.7 as follows:-</p> <p>“Where Condition 2.6 does not apply or otherwise notified by us from time to time, you will be liable for all instructions given with the use of your password, whether or not authorized.”</p>
5	<p>Introduce new Condition 3 as follows:</p> <p>“3. Biometric authentication</p> <p>3(a) Voiceprint authentication</p> <p>3.1. By registering or using voiceprint authentication, you are deemed to accept and agree to this Condition 3(a). If you do not accept these terms, please stop registering or using voiceprint authentication which is entirely voluntary.</p> <p>3.2. In order to register for and use the voiceprint authentication provided by us, we will need to record your voice (including passphrases that you may be required to read out) and your telephone conversations with us for analysis in order to generate your unique voiceprint which will be used to verify your identity. Upon registration of voiceprint authentication, you agree to such recording and analysis of your voice and the storage of the said recording and the generated voiceprint by us at the time of registration and thereafter.</p> <p>3.3. <u>By registering for voiceprint authentication, you agree that we may treat and consider as valid and binding on you any instruction given to, or agreement made with us as authenticated through voiceprint authentication without us making any further inquiry as to the authority or identity of the person making or purporting to give such instructions or to make such agreement or their</u></p>

authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the authorization. Such instructions may include general operation of your account with us e.g. fund transfer to a third party account or changing your contact information with us. You acknowledge that we may still require you to authenticate an instruction by other authentication means even though you have authenticated the same by your voiceprint.

- 3.4. After registering for voiceprint authentication, you may still choose to access your accounts with us or authorize transaction instruction by using other authentication means as agreed by us from time to time.
- 3.5. We do not represent or warrant that voiceprint authentication could be used at all times or with all of our services. The scope of use of voiceprint authentication is subject to our sole and entire discretion. The authentication process may be affected under certain circumstances and you may not be able to complete the voiceprint authentication service, e.g. a change in your voice or influence of background noise. In the event that voiceprint authentication cannot be used, you may be required to use other authentication means to verify your identity as requested by us.
- 3.6. In order to protect your privacy and ensure safe and proper use of the voiceprint authentication, you are advised not to register or use voiceprint authentication in public or at noisy places. To facilitate the registration process, you are further advised to use land line when registering for voiceprint authentication.
- 3.7. Voiceprint authentication is not mandatory and you may cancel voiceprint authentication at any time. Voiceprint authentication will also be terminated upon termination of your relationship with us. Your voiceprint data will be deleted after your cancellation of voiceprint authentication or termination of your relationship with us, whichever is the earlier.
- 3.8. We reserve the right to modify, suspend or terminate voiceprint authentication or its use by you at any time without giving prior notice or reason if we reasonably consider it necessary or advisable to do so including where there are actual or suspected breach of security.
- 3.9. By registering and using voiceprint authentication, you agree to the collection, use, storage and correction of your voiceprint as governed by our Data Policy Notice and Privacy Policy Statement. You are advised to read our Data Policy Notice and Privacy Policy Statement carefully. We may transfer your voiceprint data to any of our group companies for the purpose of authentication.

3.10. In addition to the verification of your identity, your recorded passphrases, telephone conversations and voiceprint may also be used for detecting, investigating and preventing fraudulent or criminal activities. Adverse actions may be taken by us or any other parties against you consequently.

3.11. This Condition 3(a) is also applicable for instructions and/or enquiries relating to non-personal accounts by you as authorized signatory and/or user and this Condition 3(a), as the context may require, shall extend to and be binding on such non-personal accounts and account holders.

3(b) Finger vein authentication

3.12. By registering or using finger vein authentication, you are deemed to accept and agree to this Condition 3(b). If you do not accept these terms, please stop registering or using finger vein authentication which is entirely voluntary.

3.13. In order to register for and use the finger vein authentication provided by us, we will need to collect and store your finger vein data which will be used to verify your identity. Upon registration of finger vein authentication, you agree to such collection and storage of your finger vein data by us at the time of registration and thereafter.

3.14. By registering for finger vein authentication, you agree that we may treat and consider as valid and binding on you any instruction given to, or agreement made with us as authenticated through finger vein authentication without us making any further inquiry as to the authority or identity of the person making or purporting to give such instructions or to make such agreement or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the authorization. Such instructions may include general operation of your account with us e.g. fund transfer to a third party account or changing your contact information with us. You acknowledge that we may still require you to authenticate an instruction by other authentication means even though you have authenticated the same by your finger vein.

3.15. After registering for finger vein authentication, you may still choose to access your accounts with us or authorize transaction instruction by using other authentication means as agreed by us from time to time.

3.16. We do not represent or warrant that finger vein authentication could be used at all times or with all of our services. The scope of use of finger vein authentication is subject to our sole and entire discretion. In the event that

	<p>finger vein authentication cannot be used, you may be required to use other authentication means to verify your identity as requested by us.</p> <p>3.17. Finger vein authentication is not mandatory and you may cancel finger vein authentication at any time. Finger vein authentication will also be terminated upon termination of your relationship with us. <u>Your finger vein data will be deleted after your cancellation of finger vein authentication or termination of your relationship with us, whichever is the earlier.</u></p> <p>3.18. We reserve the right to modify, suspend or terminate finger vein authentication or its use by you at any time without giving prior notice or reason if we reasonably consider it necessary or advisable to do so including where there are actual or suspected breach of security.</p> <p>3.19. <u>By registering and using finger vein authentication, you agree to the collection, use, storage and correction of your finger vein data as governed by our Data Policy Notice and Privacy Policy Statement. You are advised to read our Data Policy Notice and Privacy Policy Statement carefully. We may transfer your finger vein data to any of our group companies for the purpose of authentication.</u></p> <p>3.20. <u>In addition to the verification of your identity, your finger vein data may also be used for detecting, investigating and preventing fraudulent or criminal activities. Adverse actions may be taken by us or any other parties against you consequently.</u></p> <p>3.21. This Condition 3(b) is also applicable for instructions and/or enquiries relating to non-personal accounts by you as authorized signatory and/or user and this Condition 3(b), as the context may require, shall extend to and be binding on such non-personal accounts and account holders.”</p>
6	<p>Amend Condition 6.13 as follows:</p> <p>“We may pay into an account bearing the designated account number or applicable account identifier (including Proxy ID as defined in Condition 13 relating to Faster Payment System), without verifying the name of the account holder.”</p>

Part 2: Banking Services

Section	Amendments
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7	<p>Amend Condition 1.4 as follows:</p> <p>“Items including cash deposited after our daily cut-off time depending on the service you are using may be treated as received on our following business day. <u>On a cheque drawn on a bank in Hong Kong and deposited for collection before the cut-off time, interest will be credited on that day. If it is deposited after the cut-off time, interest will accrue on our next business day.</u> For the purpose of this clause, business day means a day where there is inter-bank clearing and settlement of funds in Hong Kong. <u>If the cheque is dishonoured, the interest will be reversed, and charges will apply.</u>”</p>
8	<p>Amend Condition 1.6 as follows:</p> <p>“We may, on request by our correspondent or the paying bank/institution, and without liability, refund any amount collected that has not been paid out to you.”</p>
9	<p>Amend Condition 2.4 as follows:</p> <p>“<u>A request to stop or alter a payment may be subject to satisfactory evidence, indemnity and, in the case of a draft issued by us, return of the original draft.</u> We are not responsible if payment cannot be stopped or altered; charges will not be refunded. A refund may only be made after we have confirmed, for example, with a correspondent or the receiving bank/institution that the payment order has been cancelled, and after receiving cleared funds and deducting all reasonable expenses and, if applicable, converting the payment currency into Hong Kong Dollars (“HKD”) at our spot rate. If we have acted reasonably, we will not be responsible for any delay or loss (from exchange rate movements, of interest or otherwise).”</p>
10	<p>Amend Condition 2.5 as follows:</p>

	<p>“In the absence of negligence, we are not responsible for any delay or failure in effecting a remittance or delivering any item. We are not responsible as to when the receiving bank/institution pays your payee or if it fails to do so, or to recover any payment from it. Our correspondents and we may do or refrain from doing anything that they or we believe is required in order to comply with any applicable law, regulation or custom of jurisdictions outside Hong Kong. All such actions and omissions bind you.”</p>
11	<p>Amend Condition 2.7 as follows:</p> <p>“We are not responsible to advise you on the requirements of any law, regulation or custom including exchange control of Hong Kong or any other jurisdictions outside Hong Kong. <u>Please consider making your own enquiries. We are not required to advise you in advance of fees and charges of our correspondents and other banks/institutions which process the payment/remittance.</u>”</p>
12	<p>Amend Condition 2.11 as follows:</p> <p>“You authorize us to disclose your personal information and information, including your stated payment purposes, relating to your remittances to the banks and other entities/individuals involved and to the authorities. <u>The Bank shall have no liability whatsoever whether in contract, tort or otherwise for any direct, indirect or consequential loss or damage which you and/or any other third parties may suffer arising from or in connection with the bank's execution of your remittance instructions.</u>”</p>
13	Delete Condition 13 relating to Autopay Services entirely.
14	<p>Introduce new Condition 13 as follows:</p> <p>“13. Faster Payment System</p> <p>13.1. Bank Services relating to Faster Payment System</p>

- (a) The provisions in this Condition 13 apply to our services relating to Faster Payment System. We provide 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 Condition governs our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. These provisions supplement and form part of our Conditions for Services ("**Existing Terms**"). The provisions of the Existing Terms continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with these provisions. Unless otherwise specified, these provisions shall prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the Bank Services.
- (b) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by these provisions. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept these provisions.
- (c) In these provisions, 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 us 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 you with us 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.

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

"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 us 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, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

"you" and "your" means each customer to whom we provide Bank Services and, where the context permits, includes any person authorized by the customer to give instructions or requests to us in connection with the use of the Bank Services.

"we", "us" and "our" means Bank of China (Hong Kong) Limited and its successors and assigns.

13.2. Scope of Bank Services and conditions for use

(a) We provide 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. We have 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, you have to accept and follow these conditions and procedures.

(b) We 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 us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us 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) We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

13.3. 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, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- (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 us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (c) At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you

must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

13.4. eDDA Service

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us 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.

13.5. Your responsibility

(a) Present genuine owner or authorized user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorized user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorized 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 you 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 you as contact information on our records at the relevant time. You understand and agree that we, 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 your consent.

(c) Correct information

- (i) You have to ensure that all the information provided by you 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. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.
- (ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(d) Timely updates

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your 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 you 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 you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) Transactions binding on you

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

(g) Use Bank Services responsibly

You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) You must comply with all Regulatory Requirements that govern your 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. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA

setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.

(iii) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.

(h) Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the Bank Services will be handled by us in accordance with these provisions and the provisions in the Existing Terms. You have 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) You are responsible for your authorized persons

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

(i) you are responsible for all the acts and omissions of each person authorized by you;

(ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorized by you, will be irrevocable and binding on you; and

(iii) you are also responsible for ensuring that each person authorized by you will comply with the provisions of these provisions that are applicable to him/her when acting on your behalf.

13.6. Our responsibility and restriction of liability

- (a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your 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, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of Clause 13.6(a) above or the provisions of the Existing Terms:
- (i) 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 Bank Services or the processing or execution of instructions or requests given by you 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 our negligence or wilful default or that of our officers, employees or agents;
- (ii) 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 one or more of the following:
- (1) your failure to comply with your obligations relating to the Bank Services; and
- (2) any delay, unavailability, disruption, failure, error of or caused

by HKICL FPS, or arising from any circumstances beyond our reasonable control; and

- (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you 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) Your confirmation and indemnity

- (i) Without reducing the effect of any indemnity given by you under the Existing Terms 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 Bank Services or your 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 our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

13.7. Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:

	<ul style="list-style-type: none">(i) yourself;(ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and(iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorized persons and representatives, <p>all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".</p> <p>(b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorized persons and representatives) that we 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:</p> <ul style="list-style-type: none">(i) providing the Bank Services to you, maintaining and operating the Bank Services;(ii) processing and executing your 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. <p>(c) You understand and agree that the Customer Information may be further</p>
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disclosed or transferred by HKICL, us 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, the eDDA Service and the Bank Services.

- (d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clauses 13.7(a)(ii) or 13.7(a)(iii) above), you confirm that you 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, us and the other Participants as specified in this Clause.

13.8. QR Code Services

- (a) This Clause 13.8 applies to the use of the QR Code Services, together with the Existing Terms and any other terms and conditions that apply to the mobile application ("**App**") through which you access the QR Code Services.

- (b) Using the QR Code Services and your responsibility

(i) The QR Code Services allow you to scan a QR code provided by us 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. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are 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 us 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, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.
- (iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing the QR Code Services if we discover that you are 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 we are not licensed or authorized to provide the QR Code Services.
- (vi) You must comply with all applicable laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.

(c) Security

- (i) You 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 your 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 your own risk and we will not

	<p><u>be liable for any losses or any other consequences suffered or incurred by you as a result.</u></p> <p>(ii) <u>You are fully responsible for all instructions or requests given by you or any other person authorized by you during the use of the QR Code Services.</u></p> <p>(iii) <u>You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.</u></p> <p>(iv) <u>If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.</u></p> <p>(d) Our responsibility and restriction of liability</p> <p>(i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.</p> <p>(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. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.</p> <p>(iii) <u>You understand and agree that:</u></p> <p>(1) <u>You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.</u></p> <p>(2) <u>You download or obtain any material or information through</u></p>
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	<p><u>the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.</u></p> <p>(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.”</p>
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