

22 July 2023

Notice of Amendments to the “Terms and Conditions for Digital Currency Exchange Service” and “Notice”

Pursuant to the enhancement of Digital Currency Exchange Service (“Service”), the Bank’s “Terms and Conditions for Digital Currency Exchange Service” and “Notice” (“Terms and Conditions and Notice”) relating to the Service will be amended and take effect on 23 July 2023.

(Only applicable to customer who have used the Service before 23 July 2023)

The amendment will take effect (“Effective Date”): (i) from 23 August 2023; or (ii) immediately upon your clicking “Agree and Continue” or “Agree and Confirm” on the relevant interfaces for the Service in the Bank’s Mobile Banking application (signifying your agreement to the Notice of Amendments and/or the updated Terms and Conditions and Notice) and use of the Service, whichever is earlier. The amendment details enclosed set out a summary of the key amendments of the updated Terms and Conditions and Notice for your ease of reference.

From 23 July 2023 to 23 September 2023, customers may access to and download the full bilingual versions of (i) the updated Terms and Conditions and Notice and (ii) this Notice of Amendments from “Terms and Conditions for Services/Products” and “What’s New” respectively in the Bank’s website, and customers may not be able to access or download the same version of such information afterwards.

Should customers have any enquiry, please contact the Bank’s Customer Service Hotline at (852) 3988 2388.

Bank of China (Hong Kong) Limited

Note:

Without prejudice to the aforesaid, the amendments above shall be binding on customers if the customers continue to use the Service on or after the Effective Date.

Customers may stop using the Service if customers do not agree with the amendments.

If customers do not accept the amendments, the Bank may not be able to continue to provide services to customers.

Should there be any discrepancy between the English and Chinese version of this customer notice, the English version shall prevail.

This is a computer-generated document and no signature is required.

Summary of Key Amendments of the updated Terms and Conditions and Notice

Terms and Conditions

Section	Key amendments
1 – General and Overall	<ul style="list-style-type: none"> ● To specify the definition of the Digital Currency Exchange Service (this “Service”), e-CNY, e-CNY Wallets (“Wallets”) and operators authorised by the PBOC (“Wallet Operators”). ● To specify that customers must use the Service for lawful purposes, comply with all legal and regulatory requirements, and act in good faith.
3 – Exchanging and transferring e-CNY to your wallet	<ul style="list-style-type: none"> ● To elaborate on certain responsibilities and obligations regarding the use of the Service. ● To have customers make it clear that such Wallet is at all times legally and beneficially owned by the customers.
4 – Privacy	<ul style="list-style-type: none"> ● To enhance the definition of third-parties to align with data privacy notice.
5 – Security	<ul style="list-style-type: none"> ● To specify that customers must carefully read and regularly check for updates on other relevant security-related provisions before using the service. ● To specify that customers must keep security details and devices secure and notify the Bank of any unauthorized transactions or lost/stolen details/devices promptly to avoid liability for losses and customers may be held responsible for such transactions.
6 – Liability, Restrictions and Indemnities	<ul style="list-style-type: none"> ● To specify customers agree, amongst others, by using this Service: <ul style="list-style-type: none"> ■ all risks listed out and disclosures set out in the Bank’s Conditions for Services relating to RMB and e-CNY; ■ the Wallet is directly provided to the customers by the relevant Wallet Operator, without Bank’s involvement or control; ■ the Bank’s ability to provide this Service and the process of e-CNY exchange to the Wallet depends on the arrangements with, and of, third parties; ■ e-CNY and Wallets provided by Wallet Operators may have restrictions affecting service provision; ■ it is the customer's sole responsibility to ensure the bank account(s), and Wallet used in connection with this Service are correct and functioning. ● To make it clear that nothing in Terms: <ul style="list-style-type: none"> ■ shall exclude or limit the Bank’s liability for loss arising from the Bank or the Bank employees’ fraud or which is caused directly from the Bank or the Bank’s negligence or wilful misconduct; ■ shall require customers to indemnify the Bank or any of the Bank’s employees or any other person in respect of certain

	<p>aspects set out therein.</p> <ul style="list-style-type: none"> ● To specify the limitations on liability and indemnities given to the Bank under these Terms will not affect the Existing Terms or other rights and remedies, and indemnity for costs and expenses is limited to a reasonable amount.
9 – Hyperlinks and Third Party Information and Services	<ul style="list-style-type: none"> ● To further elaborate on the risks and responsibilities of hyperlinks to other sites and access to third-party apps.
Others	<p>Housekeeping amendments including:</p> <ul style="list-style-type: none"> ● To reparagraph and renumber the sections. ● To adjust the use of words or phrases for the sake of conciseness and consistencies.

Notice

Section	Key amendments
Overall	<ul style="list-style-type: none"> ● To specify the definition of the Digital Currency Exchange Service (this “Service”), e-CNY, e-CNY Wallets (“Wallets”) and operators authorised by the PBOC (“Wallet Operators”). ● To update the latest e-CNY withdrawal arrangement. ● Other housekeeping comments.