

Mobile Cheque Deposit Service Terms and Conditions

1. Scope of Application

- 1.1 These Terms and Conditions (“Terms”) apply to customers who use Mobile Cheque Deposit service (“Service”) provided by Bank of China (Hong Kong) Limited (“Bank” or “BOCHK”).
- 1.2 “Terms and Conditions for Corporate Electronic and Online Services” (applicable for iGTB user), “Terms and Conditions for BOCHK Mobile Banking Application” (applicable for Mobile Banking user), “Conditions for Services”, “General Information”, “Important Notice and Privacy Policy Statement” and other applicable terms, rules and regulations (collectively referred to as “Existing Terms”) also apply to this service. For details, please visit our website (<https://www.bochk.com>). If there is any conflict between these Terms and the Existing Terms, these Terms shall prevail.
- 1.3 By using the Service via our Mobile Banking app, you have agreed to accept these Terms together with the Existing Terms, which constitute a legally binding agreement between you and the Bank.
- 1.4 The Bank may, in its sole discretion, amend these Terms and/or the Existing Terms from time to time.

In these Terms, “we” or “us” means Bank of China (Hong Kong) Limited (including any successors and assigns); “you” or “your” means the person(s), firm or company using the Service.

2. Mobile Cheque Deposit Service

- 2.1 The Service allows you to deposit Eligible Cheques (defined in Clause 2.3 hereinafter) in your accounts with us using the Mobile Banking app. You can do this by capturing the original paper form of Eligible Cheques and sending the images and the related information to us.
- 2.2 Unless we specify otherwise, Eligible Cheques must satisfy the following conditions:
 - (a) Must be payable to you and drawn on BOCHK;
 - (b) Must be in original paper form (i.e., copy, electronic counterpart e.g. e-cheque and copy of electronic counterpart: are not eligible);
 - (c) Must be denominated in currency(ies) specified by us from time to time;
 - (d) Must not be cleared; and
 - (e) Must not exceed the amounts specified by us from time to time.
- 2.3 We do not accept gift cheques or cheques with signature stamps. If any condition under Clause 2.2 is not satisfied, we reserve the right not to deposit your cheque.
- 2.4 For the purpose of these Terms, Eligible Cheques issued by BOCHK’s accounts include:
 - (a) Ordinary cheques;
 - (b) Special printed cheques;
 - (c) Dividend cheques;
 - (d) Cashier’s orders; and
 - (e) Any other payment instruments.
- 2.5 We will adopt artificial intelligence (AI) technologies for cheque recognition. Operational instructions will be provided to you as necessary in accordance with the results of the AI recognition. If AI cannot recognise the cheque details, you may need to retake the photo or cannot use the Service at all.
- 2.6 Once you have confirmed to submit your cheque deposit request, you cannot cancel or reverse the deposit of the relevant Eligible Cheque. However, subject to the particular circumstances, we may:

- (a) Change the type of Eligible Cheque and the currency in which they are denominated;
- (b) Change limits on the use of the Service, including the quantity or value of the Eligible Cheque which you may deposit;
- (c) Calculate the eligible deposit limit on the day according to the amount you input or amount checked by our system, whichever is greater;
- (d) Refuse to deposit any of your cheques (including but not limited to restrictions on deposit accounts, deposit cheques that cannot be identified through our signature system, etc.);
- (e) At our discretion, reject any Eligible Cheque deposited by you, and we accept no liability for any loss or damage arising directly or indirectly in relation to this;
- (f) Change the qualifications or eligibility requirements for using the Service;
- (g) At our discretion, change, suspend or terminate all or part of the Service at any time without prior notice;
- (h) Suspend or terminate your use of the Service at any time without prior notice;
- (i) Change the service hours of the Service (including cut-off times); or
- (j) Charge fees for the Service.

3. Instructions

- 3.1 You will use the Service in accordance with our instructions, which generally include:
- (a) Giving us front and back images of the Eligible Cheque;
 - (b) Making sure the images are clear, in focus, complete and meet any other requirements as reasonably required by us, and the Bank may reject any cheque deposit request with incomplete or unclear images of the Eligible Cheque; and
 - (c) Giving us the information we ask for when you deposit an Eligible Cheque. This information must be true, accurate and complete. It is your obligation to ensure all information is correct before submission.

4. Retain the original cheque for 180 days

- 4.1 Please retain your original paper form of the Eligible Cheque for at least 180 days after successfully submitting a deposit instruction and cheque photo(s) by using the Service.
- 4.2 Where necessary, we may ask you to provide your original paper form within 180 days.

5. Receipt and processing of Eligible Cheques

- 5.1 We will process, present for payment, collect, clear and settle Eligible Cheques deposited using the Service in our discretion, subject to the legal and regulatory requirements that apply. Without prejudice to the Existing Terms and in addition to the same, we have no obligation to pay in the event including that:
- (a) There is an error on the Eligible Cheque;
 - (b) We detect or suspect fraud; or
 - (c) We consider there is any other appropriate reason not to pay.
- 5.2 We will provide you a confirmation after validating your cheque photo(s) and submitting your deposit cheque. This confirmation does not mean that your deposit was error free or complete.
- 5.3 If we find a valid reason to withhold payment for an Eligible Cheque after crediting your account, then we can reverse this credit.

6. Your Obligations

By using the Service, you agree and/or confirm:

- 6.1 **Not to capture and deposit any Eligible Cheque that is not payable to you, genuine or has been tampered with or changed without the consent of the drawer or their bank;**
- 6.2 **Not to use the Service for any unlawful or fraudulent purpose or in any unlawful or fraudulent manner;**
- 6.3 **If we have reasonable grounds to believe: (a) you have deposited any cheque in breach of this clause; and (b) you are unable to provide the original cheque form to us promptly as required, then we can**

deduct the amount of the Eligible Cheque from your accounts maintained with us and charge you fees;

6.4 **You can only deposit or present payment for the same Eligible Cheque once (if you have already used the Service to deposit your Eligible Cheque, then you will not present your Eligible Cheque again to (a) any other bank or financial institution; and (b) us through the Service or other channels. Similarly, you cannot use the Service if you have already deposited an Eligible Cheque with us or another institution);**

6.5 **Promptly inform us for any actual or suspected error about the Eligible Cheques deposited using the Service; and**

6.6 **Indemnify us and hold us harmless from any loss, damages and expenses of any kind which we may incur or suffer due to your failure to perform any of your obligations in connection with the use of the Service.**

7. Limitation of liabilities

7.1 Without reducing the effect of the other provisions of these Terms, 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 Service or any technical issue or other unpredictable issue you may experience when using the Service, 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.

7.2 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):

(a) use of the Service;

(b) inability to use the Service;

(c) termination of the use of the Service;

(d) any failure or delay in providing the Service, or any error or disruption relating to the Service, caused by or attributed to any circumstance beyond our reasonable control;

(e) your failure to comply with your obligations relating to the Service;

(f) processing, presentation, payment, collection, clearance or settlement of Eligible Cheques deposited using the Service; or

(g) failing to exercise reasonable care in drawing cheques or drawing cheques by a means or in a manner that may facilitate alteration, fraud or forgery.

7.3 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 (including damages for loss of profits, goodwill, use, data or other losses) which you or any other person may incur or suffer arising from or in connection with the use of the Service.

7.4 We will not be liable regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

7.5 Without reducing the effect of any indemnity given by you under these Terms, 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 Service or your use of the Service.

- 7.6 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.
- 7.7 The above indemnity shall continue to have effect after the termination of the Service.
- 7.8 We give no warranty in relation to the Service or any of its functions, whether express or implied. Further, we provide no guarantee for the condition or performance of the Service or whether they:
- (a) Are fit for any particular purpose;
 - (b) Will be available on a timely basis;
 - (c) Infringe any third party rights;
 - (d) Are secure, error-free; or
 - (e) Will function without disruption.
- 7.9 To the extent permitted by law, we disclaim all warranties and liabilities that:
- (a) The Service will be free of computer viruses or other contaminating or destructive properties; and
 - (b) No damage will occur to your mobile device in the use of the Service.

8. Miscellaneous

8.1 Variation

We may, at any time at our discretion, by notice to you vary, amend or supplement these Terms. Any such variation, amendment or supplement shall take effect on the date of the notice informing you of it or any later date specified in the notice. We may give notice by display in the Bank's banking hall or on the Bank's website or by any other reasonably practicable means. If you do not agree with the change, you may cease using the Service.

8.2 Third party rights

- 8.2.1 Subject to Clause 8.2.3, a person who is not a party to these Terms has no right to enforce or to enjoy the benefit of any provision of these Terms.
- 8.2.2 Notwithstanding any provision of these Terms, the consent of any person who is not a party is not required to rescind or vary these Terms.
- 8.2.3 Any director, officer, employee, affiliate or agent of the Bank may rely on any provision of these Terms (including any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

8.3 Special handling (typhoons and other special circumstances)

- 8.3.1 In case of severe weather events (e.g. Typhoon Signal No. 8 (or above)/ Extreme Conditions (as announced by the Hong Kong Government from time to time, which may include, for example, serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage)/ Black Rainstorm Warning), we may, at our sole discretion, continue to provide the Service to you subject to the availability of other related banking services such as clearing and settlement service. However, if we cannot provide the Service to you, we accept no liability for any loss or damage arising directly or indirectly in relation to this.
- 8.3.2 If the circumstance under Clause 8.3.1 occurs or our clearing and settlement service is affected by other special circumstances, the clearing and settlement of the Service may be delayed.

8.4 Governing law and Jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of the Hong Kong SAR. You submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR.

8.5 Language

The English version of these Terms prevails if there is any inconsistency between it and the Chinese version.

8.6 Interpretation

In these Terms the word 'include' means include, without limitation, and 'including' shall be construed accordingly.