

## Terms and Conditions for Autopay Services

### In consideration of Bank of China (HK) Limited (the “Bank”) agreeing at the request of the Customer

- (I) to accept and act upon instructions (“**Instructions**”) from the Customer by or via one or more of the following channels:
- in the form of machine readable input (e.g. CD-ROM, USB flash drive etc) and/or electronic files which have been prepared by the Customer for direct input; and/or
  - by way of online transmission via Corporate Internet Banking, Corporate File Transfer Service, File Transfer System or the Bank’s approved service(s) or channel(s) prescribed from time to time (collectively the “**Input Media**”):
- (a) to process the Customer’s Payroll; and/or
  - (b) to effect payments from the Customer’s account(s) and/or to debit or arrange the debiting of accounts with amounts which the Customer informs the Bank are due to the Customer and to transfer such amounts to the Customer’s account(s) through the autopay system (collectively the “**Autopay Services**”); and/or
- (II) to provide the Customer with software package (“**Software**”) through website or other means containing a software programme including any revisions, supplements or replacements thereto to facilitate:
- (a) the Customer’s submission of the Instructions to the Bank and/or other information (collectively the “**Information**”)
  - (b) the Customer’s preparation of the Information;
  - (c) the Customer’s preparation of the Employer’s return of Remuneration and Pensions (the “**Return**”) to be filed with the Inland Revenue Department; and/or
  - (d) the Customer’s authorizing the Bank to transmit the Mandatory Provident Fund contributions data to the designated third party

The Customer hereby acknowledges, accepts, agrees and undertakes as follows:

1. The Software and any rights relating thereto is and shall remain at all times the sole property of the Bank and the Customer shall:
  - 1.1 acquire no title or any rights whatsoever in relation to the Software except that the Customer may use the Software as expressly provided herein.
  - 1.2 keep the Software safe in the Customer’s custody and restrict access to those of the Customer’s officers or employees who need to use it.
  - 1.3 not allow the Software (or any part thereof) to be used without the permission of the Bank for any purpose other than the preparation of Instructions in any place other than Hong Kong.
  - 1.4 not allow the Software (or any part thereof) to be copied, reproduced, amended, modified, reverse compiled or disclosed to any unauthorized person in any manner without the consent of the Bank.
  - 1.5 use the Software only in accordance with any manuals or guides issued by the Bank in relation to the Software and adopt updates, revisions, supplements and replacements as and when provided by the Bank.
  - 1.6 return the Software (together with its user manual and connected device) to the Bank unconditionally and immediately on the request of the Bank.
  - 1.7 report any damage to or loss, theft or unauthorized access to or use of the Software to the Bank immediately.
2. To have access to the Autopay Services, Passwords (“**Passwords**”) recognized or prescribed by the Bank may be assigned to the Customer. The Customer undertakes to keep the Passwords secret. Passwords include but are not limited to those assigned by the Bank to the Customer and such other passwords as may subsequently be further assigned by the Bank to the Customer or re-selected by the Customer in accordance with any manual or guide issued by the Bank.
3. All Instructions once given to the Bank shall be deemed duly given by the Customer and be conclusively binding on the Customer irrespective whether or not such Instructions are given by the Customer personally or by any other person on its behalf whether authorized or unauthorized. The Customer shall be fully responsible therefor.
4. The Customer shall give Instructions to the Branch to which the Customer has submitted its application or other branch or location(s) or other channel(s) subsequently designated by the Bank/agreed between the Bank and the Customer in no less than two (2) Banking Days or such other duration of period as prescribed by the Bank from time to time prior to the effective day of payment or receipt. In these Terms and Conditions only, the reference to “Banking Day” means a day, other than a Saturday, Sunday or public holiday, on which the Bank is open for general business in Hong Kong and where there is inter-bank clearing and settlement of funds in Hong Kong. The Customer acknowledges and understands that the Customer is solely responsible for the genuineness, correctness, accuracy and/or completeness of any Instructions prepared or arranged by the Customer, and that the Bank is under no duty to check or verify the same and shall take no responsibility whatsoever arising therefrom. The Customer also acknowledges and understands that the Bank is under no duty to verify the genuineness or correctness of the Mandatory Provident Fund contributions data to be transmitted to the third party designated by the Customer and shall take no responsibility whatsoever arising therefrom.
5. The Customer acknowledges and understands that the Autopay Services are operated on a numerically based system and confirms that a transfer to an account having the same number or an account identified by the Proxy ID (as defined in the Bank’s Conditions for Services) (“**CFS**”) that is registered in the Faster Payment System (“**FPS**”) as given in the

Instructions, or a debit request for such amount from such account number(s) as specified in the Instructions shall constitute good and complete compliance by the Bank with the Instructions. The Bank shall not be under any duty to ensure that the name of the account to/from which the Autopay amount is credited/debited is identical or similar to the name of the account holder on record with the Bank, or the name to which the Proxy ID relates on the record of Hong Kong Interbank Clearing Limited.

6. The Customer shall ensure the security of its own computing and communication equipment in accordance with good computer practice and that the Bank accepts no responsibility or liability thereof.
7. The Customer accepts that Instructions sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. The Customer acknowledges and accepts that the Bank does not have any liability for any errors and omissions in, or for delay or failure of arrival or receipts of, any Instructions via online transmission.
8. The Customer accepts that the Bank is not responsible and does not accept any liability for any error or omission in, or loss or delay or failure of arrival of, any Instructions delivered to the Bank via or from any online submission facility or other Internet channels not provided by the Bank.
9. The Customer warrants and represents to the Bank that any input will be virus-free and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Instructions as a result of any virus.
10. The Bank shall act on any Instructions on the effective date specified (provided that the Customer gives Instructions in a sufficient time in advance as prescribed in compliance with Clause 4 hereof) but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Instructions, or for any inability to act as a result of any Instructions being unclear or incomplete, or the Customer having failed to submit the Instructions by the cut-off time specified by the Bank from time to time. If the effective date is a day which is not open for corresponding inter-bank clearing settlement of funds in Hong Kong (if applicable) or you fail to submit the instruction by the cut-off time, the next Banking Day after such day will be treated as the effective date. Notwithstanding the aforesaid, for Standing Instruction of Autopay-In, in the event that the effective date falls on a day which is not a Banking Day and the Bank is unable to act on any of the Instructions or does not exist in the month concerned, while the following Banking Day falls on next month, the Banking Day immediately preceding such day will be treated as the effective date.
11. The Customer shall ensure that there is sufficient credit balance standing in the account to be debited at the time when payment is processed. The Bank is not obliged to but may act on any Instructions (without liability for any failure to do so) if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to the Bank. The Bank is not responsible or liable for any delay or refusal to act on any Instructions in such circumstances and the Customer is liable for any resulting overdraft or amount owed to the Bank as a result of the Bank acting on any Instructions in such circumstances.
12. The Bank shall not be obliged to accept any cancellation or variation of any Instructions on the effective date specified or if it considers it has insufficient time to act at its absolute discretion.
13. The Customer represents and warrants that all necessary arrangements have been made in respect of any Autopay-In and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Customer's account(s) with the Bank with the amount of any claim admitted or compromised as the Bank shall in its absolute discretion decide.
14. In case of the Autopay-in arrangement, the amount that should be received by the Customer would be credited into the account designated in the Customer's application on the effective day specified in the Instructions. The amount(s) so credited are subject to final payment (i.e. the Bank's actual receipt of freely remittable and immediately available and disposable funds thereof). Unless otherwise agreed by the Bank, the amount(s) so credited are not available for withdrawal by the Customer before the final payment is made. The Bank shall be entitled to charge or debit the account concerned with any amount(s) which cannot be collected together with interest thereon and any cost and expenses incurred.
15. The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which the Customer has entered into or will be entering into regarding the Autopay Services, Corporate Internet Banking, Corporate File Transfer Service and/or File Transfer System. The Customer understands that in case of transmission of the Instructions via Corporate Internet Banking, Corporate File Transfer Service or File Transfer System, the Customer must subscribe for the Corporate Internet Banking, Corporate File Transfer Service or File Transfer System on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly. For Customer using service(s) or channel(s) provided by the Bank's approved service provider(s) for transmission of the Instructions to the Bank, the Customer must subscribe for such services from the relevant service provider(s). For the avoidance of doubt, the Bank has no responsibility or liability whatsoever with regard to the service provider's performance or any act or omission of the service provider or its employees.
16. The Bank shall have no responsibility whatever for any delay, error, omission, loss or damage howsoever arising from (i) the improper use of the Software and/or related device or any failure of the Customer to comply with any of the terms and

conditions set out herein and/or (ii) failure for whatsoever reason to receive payment from specified payers under the Autopay-in arrangement and/or (iii) any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of the computer system of the Bank or other service provider(s) or any other causes beyond the control of the Bank and/or (iv) any data contained in the computer printout provided by the Bank used by the Customer for whatsoever purposes including but not limited to the purpose(s) of using such printout for tax returns.

17. Without prejudice to the generality of these Terms and Conditions, the Customer shall, on demand, indemnify the Bank and keeps the Bank indemnified against any action, proceedings, claims, direct or indirect losses, damages, costs, expenses and/or demands whatsoever which may be brought or taken against the Bank or suffered or incurred by the Bank by reason of the Bank implementing the Instructions. The Customer further authorizes the Bank to admit, compromise or reject any such action or claim as the Bank may deem appropriate and to debit the account designated in the Customer's application with the amount so admitted or compromised as the Bank may in its absolute discretion decide.
18. The Bank is hereby authorized to debit any of the Customer's account with the Bank with any service charge from time to time specified by the Bank in respect of the Autopay Services.
19. The Customer acknowledges that the Autopay Services may be terminated or suspended in whole or in part by the Bank at any time without giving notice or reason.
20. The Customer understands that if the Autopay Services are not used for one (1) year, the Bank shall be entitled to, without notice, terminate the Autopay Services and delete all records of the Customer on the file of the Bank.
21. The Customer undertakes at all times to notify the Bank in writing of any change in information given herein. The Customer (whether an individual, a corporation or otherwise) acknowledges that he has noted the content of the notice issued by the Bank relating to the Personal Data (Privacy) Ordinance (the "Notice") which is on display in the banking halls or was made available to the Customer and agrees that it is necessary to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and related service (including the Autopay Services). The Customer authorizes the Bank to use his data for the purposes set out in the Notice and notes that data held by the Bank will be kept confidential but permits the Bank to provide such information to the persons listed in the Notice or any other persons for the purposes set out in the Notice or in compliance with any laws, regulations or directions binding on the Bank or its branches. The Customer further authorizes the Bank to contact, if applicable, any of his employer, bank, referee or any other source for the purpose of obtaining or exchanging any information and to compare the information provided by the Customer with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action, which may be adverse to the interest of the Customer, against the Customer. The Customer also consents to his data being transferred to another jurisdiction outside Hong Kong. The Customer further represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Autopay Services.
22. In these Terms and Conditions, reference to the singular shall include the plural and vice versa and reference to the person shall include corporation where the Customer's application and agreement are signed by two or more persons their liabilities hereunder shall be joint and several.
23. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.
24. The Bank may revise these Terms and Conditions at any time. The Customer is assumed to have agreed the revised terms and conditions if the Customer continues to use the Autopay Services.
25. The Customer hereby agree all instructions submitted by the Customer and the Autopay Services are subject to these Terms and Conditions, the Bank's CFS, the General Terms and Conditions for Cash Management Services and the Terms and Conditions for Receivable Collections Services (the latest version is available on the Bank's website (<http://www.bochk.com>)). Where FPS and related facilities and services are used in the Autopay Services, please note in particular the Condition titled "Faster Payment System" in the CFS (<https://www.bochk.com/en/conditionsforservices.html>).
26. The Chinese version of these Terms and Conditions is for reference only and if there is any conflict between the English and the Chinese versions, the English version shall prevail.