

The terms and conditions of the services delivered through this channel will be provided in electronic format. If you need a copy of these Terms and Conditions in a paper-based format, please contact our branches.

Notice

Before you register for and use the e-CNY Zone service (the “e-CNY Zone Service”) provided by Bank of China (Hong Kong) Limited (the “Bank”, “BOCHK”, “us”, “our” or “we”), please carefully read and agree to the following:

1. The e-CNY Zone Service is provided by us through BoC Pay+ to enable you to link your e-CNY wallet (“Wallet”) provided to you by Bank of China Limited (“BOC”) to BoC Pay+. “e-CNY” (also known as digital Renminbi) is a digital currency issued by the People’s Bank of China (“PBOC”). BoC Pay+ is provided by us (BOCHK) and not by BOC.
2. Please carefully read and agree to the Terms and Conditions for e-CNY Zone Service (the “e-CNY Zone Terms”) which are available in BoC Pay+ before using the e-CNY Zone Service.
3. By linking your Wallet to BoC Pay+ under the e-CNY Zone Service, you authorise and instruct us to:
 - (a) receive information from BOC with respect to your Wallet and to display this to you within BoC Pay+; and
 - (b) provide a platform for you to give instructions (including payment instructions) to BOC with respect to your Wallet, and to transmit these instructions to BOC for its processing and execution.

Our role in this respect is solely limited to providing BoC Pay+ as a platform for you to carry out these activities with respect to your Wallet.

4. Digital Currency Exchange Service

- (a) We may also provide you with our digital currency exchange service (“Digital Currency Exchange Service”) if you successfully link your Wallet using the Service (such Wallet being the “Linked Wallet”) and you meet the other eligibility criteria that we specify.
- (b) By using the Digital Currency Exchange Service, you can withdraw Hong Kong Dollars (“HKD”) and/or Renminbi (“RMB”) from your bank accounts with us in order to exchange into e-CNY, and the e-CNY so exchanged will be transferred in accordance with your instructions to the Linked Wallet.
- (c) Please carefully read and agree to the e-CNY Zone Terms and Conditions for

Digital Currency Exchange Service (which form part of the e-CNY Zone Terms) before using the Digital Currency Exchange Service.

- (d) The e-CNY which you exchange using the Digital Currency Exchange Service are not deposits held in a bank account with the Bank. Accordingly, the e-CNY amounts you instruct us to exchange and transfer into the Linked Wallet are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.
 - (e) If you elect to exchange e-CNY by using a withdrawal from your HKD deposits, we will convert your HKD into RMB at our spot HKD/CNH exchange rate in order to exchange into e-CNY. For the relevant exchange service hours, please see BoC Pay+ > e-CNY Zone’s “Frequently Asked Questions”.
 - (f) The e-CNY exchanged through the Digital Currency Exchange Service will be transferred to the Linked Wallet instantly under normal circumstances. However, the actual receiving status and receiving time is subject to arrangements with BOC. We cannot guarantee the time at which the e-CNY will be successfully transferred into the Linked Wallet. We are not responsible for any delay or failure in transferring the exchanged e-CNY into the Linked Wallet. We are not responsible as to when BOC will credit the exchanged e-CNY into the Linked Wallet or if it fails to do so. Please contact BOC for details if necessary.
 - (g) The amount exchanged to e-CNY using the Digital Currency Exchange Service will be deducted from your General Merchant Daily Payment Limit.
5. You acknowledge that there are risks inherent in using the services provided by us relating to e-CNY (the "Services", including the e-CNY Zone Service and the Digital Currency Exchange Service). By using these Services, you are deemed to have accepted all such risks, including those described in this Notice and those set out in the e-CNY Zone Terms, including our risk disclosures relating to RMB (which would equally apply to e-CNY).
 6. You must follow and observe all of the security measures and precautions set out in the e-CNY Zone Terms, as well as any additional security measures and precautions which we advise to you from time to time.
 7. We have no control over the Wallet or the services provided by BOC to you in respect of the Wallet (together, the “BOC Services”) and your access to the Wallet and your instructions in respect thereof can only be given effect by BOC as the provider of your Wallet and the relevant BOC Services. We cannot directly process or execute instructions which we transmit or forward to BOC, and we do not directly handle any of the funds transfers or payments conducted on your Wallet. We have

no obligation to review, verify or validate any instruction you give to BOC with respect to your Wallet, or to ensure that BOC will process and execute such instruction.

8. We will only be able to display information in BoC Pay+ with respect to your Wallet in reliance on the information and data that we receive from BOC, and we will not verify or guarantee (nor will we be able to verify or guarantee) the accuracy, adequacy or completeness of any such information.
9. The Services that we provide to you are in connection with, but separate from, the Wallet and the BOC Services which BOC provides to you directly. Your use of the BOC Services is subject to the applicable terms and conditions relating to the BOC Services, including any consents relating to the disclosure of your data and information (“BOC Terms”), which you confirm you have read, accepted and agreed to before using our Services. The Wallet and BOC Services are not provided by us.
10. **Some BOC Services or Wallet functions may not be provided or accessible through our Services or through BoC Pay+, and you may need to utilise such BOC Services and Wallet functions directly through the relevant channels provided by BOC.**
11. The Wallet and BOC Services may be subject to such limits and restrictions (including transaction limits and restrictions, service hours, cut-off times, processing times and recipient restrictions), as may be imposed by BOC and/or the PBOC from time to time. Please refer to the terms and conditions applicable to the Wallet provided by BOC and the other BOC Terms, including any transaction limits, balance caps, withdrawal arrangements and how transaction issues are handled. If you have any enquiries relating to the BOC Services, you are encouraged to contact BOC directly. These restrictions may also affect our ability to provide or to continue to provide you with our Services.
12. The e-CNY held in the Wallet provided by BOC is a digital currency but are not held on deposit with the Bank or BOC. The e-CNY held in the Wallet are not the same as deposits held in an ordinary bank account. The relationship you have with either the Bank and/or BOC in respect of the e-CNY held in the Wallet is not one of depositor/deposit-holder. Accordingly, the e-CNY held in the Wallet are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.
13. We are not responsible for any dispute arising from any payments, instructions or transactions in respect of the Wallet between you and BOC or handling any refund transactions.
14. (Applicable to type 4 Wallet users) At present, type 4 Wallets are anonymous. To

protect customer assets, customers with type 4 Wallets provided by BOC must visit the BOC's branches in mainland China in person to withdraw e-CNY into cash from the customer's Wallet. Alternatively, you may visit a designated office of the Bank in-person for the withdrawal of the balance from the Wallet, on such terms and conditions as may be determined by the Bank from time to time. It is not possible to withdraw amounts from the Wallet through BoC Pay+ at present. For details, you may call our customer service hotline 3988 2388.

15. As part of our Services, you authorise us to disclose and send any information relating to you, your use of these Services and BoC Pay+, your Wallet and any information relating to any instruction and/or transaction carried out through these Services and/or BoC Pay+ (including account type, transaction amounts, exchange rate and currency, your masked name, your masked account number, your mobile number, your IP address and UUID / Android ID (if applicable)) to BOC and to the system of the e-CNY issuing institution (the PBOC). You also confirm that you have consented to BOC's use and transfer of any data and information relating to you, your Wallet and the BOC Services, including but not limited to the transfer of such data and information from BOC in the People's Republic of China to us in Hong Kong.
16. Should there be any discrepancy or inconsistency between the English and the Chinese versions of this Notice, the English version shall prevail.

Terms and Conditions for e-CNY Zone Service

The e-CNY Zone service (the “Service”) is provided by Bank of China (Hong Kong) Limited (the “Bank”, “BOCHK”, “us”, “our” or “we”, and includes the Bank’s successors and assigns). Before you register to use the Service, please read these Terms and Conditions carefully. By registering to use the Service, you will be considered to have accepted and agreed to be bound by these Terms and Conditions, and these Terms and Conditions will apply to your use of the Service.

Please note these Terms and Conditions are provided in an exclusively non-paper based format. Please download and store a copy of these Terms and Conditions for future reference. If you need a copy of these Terms and Conditions in a paper-based format, please contact us at any of our branches.

Unless otherwise defined herein or the context otherwise requires, words and expressions as defined in the Terms and Conditions for BoC Pay+ of Bank of China (Hong Kong) Limited (“BoC Pay+ Terms”) shall have the same meaning when used herein. The BoC Pay+ Terms may be accessed at https://www.bochk.com/dam/boccreditcard/payplus_document/TNC/payplus_tnc_en.html.

1. The Service

- 1.1. The Service contemplated under these Terms and Conditions is provided by us through BoC Pay+, to enable you to link your e-CNY wallet (“Wallet”) provided to you by Bank of China Limited (“BOC”) to BoC Pay+. “e-CNY” (also known as digital Renminbi) is a digital currency issued by the People’s Bank of China (“PBOC”). BoC Pay+ is provided by us (BOCHK) and not by BOC.
- 1.2. By using the Service to link your Wallet to BoC Pay+, you irrevocably request, agree, authorise and instruct us to:
 - (a) retrieve and receive information (including Wallet balance and transaction information) from BOC in respect of your Wallet and the services provided by BOC to you in respect of the Wallet (“Receive Information”), and to display the same to you within BoC Pay+ for your own review (“Display Information”); and
 - (b) provide a platform within BoC Pay+ for you to give instructions (including payment instructions) to BOC in respect of your Wallet (“Capture Instructions”), and to transmit and forward such instructions to BOC for its processing and execution (“Forward Instructions”).
- 1.3. You agree and acknowledge that:
 - (a) we are authorised to Receive Information and Forward Instructions on your behalf;
 - (b) except as expressly agreed, our role is solely limited to providing BoC Pay+ as a platform to Capture Instructions and to Display Information, so as to provide another channel for you to communicate or otherwise deal with BOC in respect of your Wallet and the services provided by BOC to you in respect of the Wallet (together, the “BOC Services”);

- (c) we have no control over the Wallet or the BOC Services and your access to the Wallet and your instructions in respect thereof can only be given effect by BOC as the provider of your Wallet and the relevant BOC Services. We cannot directly process or execute instructions which we transmit or forward to BOC (including when we Forward Instructions to BOC), and we do not directly handle any of the funds transfers or payments conducted on your Wallet;
- (d) we will only be able to Display Information in reliance on the information and data we receive from BOC, and we will not verify or guarantee (nor will we be able to verify or guarantee) the accuracy, adequacy or completeness of any such information;
- (e) the Service that we provide to you is in connection with, but separate from, the BOC Services which BOC provides to you directly. Your use of the BOC Services is subject to the applicable terms and conditions relating to the BOC Services, including any consents relating to the disclosure of your data and information (together, the “BOC Terms”), which you confirm you have read, accepted and agreed to before using the Service;
- (f) some BOC Services or Wallet functions may not be provided or accessed through the Service which we provide to you through BoC Pay+, and you may need to utilise such BOC Services and Wallet functions directly through BOC rather than through our Service.

1.4. You shall act in good faith at all times in relation to the use of the Service. You agree to only use the Service for a lawful purpose and undertake not to use the Service for any illegal or unlawful purposes.

1.5. Unless otherwise specified, you agree that we may send notifications or messages to you in connection with the Service via SMS message or email based on your mobile phone number or email address, through the notification function of the BoC Pay+ mobile application and/or via any other channels specified by us from time to time.

1.6. We may require you to follow and successfully complete such authentication and verification procedures as we may specify (including when instructing us to link your Wallet to BoC Pay+ or when giving instructions to BOC) before we and/or BOC (as the case may be) will process your instruction or grant you access to the Service (or any part thereof) or any Other e-CNY Services (as defined in Clause 4.1 below).

1.7. You may only link one Wallet to BoC Pay+ at any one time.

1.8. A reference in these Terms and Conditions to:

- (a) the Service includes all, or any part, of the Service; and
- (b) linking a Wallet to BoC Pay+ (and similar expressions) includes any similar method by which a Wallet can be connected to BoC Pay+, including by binding a Wallet to BoC Pay+.

2. **Eligibility to use the Service**

2.1. In order to be eligible to use the Service, you must fulfill the conditions prescribed by us from time to time, including the following:

- (a) you must provide us with a valid Hong Kong mobile phone number starting with the area code “+852” (the “Registered Mobile Number”), email address and such other information as we may require from time to time;
- (b) you must be successfully registered as a user of BoC Pay+ with the Registered Mobile Number, and you acknowledge that the Service cannot be used (and will be deemed to be terminated) upon suspension or termination of your registration with BoC Pay+ and the services provided by us thereunder, whether by us or by you;
- (c) you must have applied for and opened a Wallet with BOC and agreed to the relevant BOC Terms, and the mobile number used to open such Wallet is the same as the Registered Mobile Number. Your Wallet must be valid (and not otherwise subject to an irregular status) at all times;
- (d) you must have downloaded the BoC Pay+ mobile application on a mobile device of such type, model or specification prescribed or accepted by us from time to time; and
- (e) you must have attained the minimum age requirement as specified by us from time to time.

Unless otherwise specified by us, the eligibility conditions for registering for or using BoC Pay+ are continuing in nature and remain applicable even after satisfying the conditions specified above.

- 2.2. Your registration and use of the Service are subject to our approval and successful verification and/or activation. We may in our absolute discretion reject your registration, activation and/or use of any part or all of the Service without giving prior notice or reason if we reasonably consider it necessary to do so. Even if you have completed the registration steps, we reserve the right to not provide the Service to you if the verification process is not completed to our satisfaction.
- 2.3. If we consider that you have complied with our eligibility and procedural requirements for the Service, we may at our discretion allow you to use the Service.
- 2.4. The Service is provided for your personal use only. You represent and warrant that the Wallet is at all times legally and beneficially owned by you. You also represent, warrant and undertake on a continuous basis that each transaction effected by you as a result of any instruction using the Service is entered into by you on your own behalf as principal and not as agent for, or otherwise on behalf of, any other person.
- 2.5. You must provide us with information that is valid, true, complete, accurate and up-to-date.
- 2.6. The Wallet and BOC Services may be subject to such limits and restrictions (including transaction limits and restrictions, service hours, cut-off times, processing times and recipient restrictions), as may be imposed by BOC and/or the PBOC from time to time. Please refer to the terms and conditions applicable to the Wallet provided by BOC and the other BOC Terms, including any transaction limits, balance caps, withdrawal arrangements and how transaction

issues are handled. If you have any enquiries relating to the BOC Services, you are encouraged to contact BOC directly.

- 2.7. We may in our discretion impose limits on the Service (including debit, transfer or transaction limits, exchange limits and limits generally with respect to BoC Pay+).
- 2.8. You agree to comply with all limits applicable to the Wallet and the Service. Your instruction will not be executed if, by processing your instruction, any applicable limit would be exceeded.
- 2.9. You may only access and use the Service subject to, and in accordance with, all applicable laws and regulations to which you, the Bank, BOC or any Other Parties (referred to in Clause 5.2(d) below) are subject or with which you or they are required or expected to comply with from time to time (the "Regulatory Requirements"), including: (a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of civil law, common law or equity), or any embargo or sanction regime; and (b) any guideline, code, policy, procedure, direction, request, condition or restriction issued by any Authority referred to in Clause 2.10 below. You agree to comply with all such Regulatory Requirements, as well as any requirements specified by us. You agree and acknowledge that the Bank has the right to do or refrain from doing anything as the Bank considers appropriate in view of, or to comply with, any Regulatory Requirements which you, the Bank, BOC or any Other Parties are required or expected to comply with, and the Bank shall not be liable for any losses, expenses or damages whatsoever arising from or in connection therewith.
- 2.10. You agree to provide to us with such information and/or documents:
- (a) as may be required in connection with the Service and the Wallet (including for the purposes of any Regulatory Requirements and for identity verification); and
 - (b) as may be otherwise requested by us, BOC, any Other Parties (as referred to in Clause 5.2(d) below) and/or any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, or industry or self-regulatory body (each an "Authority").

We may be unable to continue to provide the Service to you or to process your instruction if you do not provide all the information and/or documents so required.

- 2.11. You acknowledge and agree that the Bank and/or BOC may perform transaction screening and/or reporting in relation to your transactions in connection with the Service, which may result in reporting to the relevant Authorities.

3. Instructions

- 3.1. You agree that all instructions given by you through BoC Pay+ and/or the Service are made with your authorisation. Once given, an instruction given through BoC Pay+ or the Service is final, irrevocable and binding on you and cannot be stopped,

changed, cancelled or revoked. You will be bound by all such instructions as understood and captured by us in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given with your consent or authorised by you.

- 3.2. You agree to follow and observe our requirements and procedures (as may be amended from time to time) for giving instructions, including the format and contents of the instructions, and the security procedures and other specifications for giving instructions. By giving an instruction through BoC Pay+, you are deemed to have confirmed that all information set out in the instruction is true, correct and complete and you conclusively and irrevocably authorise us to act on such instruction (and to Forward Instructions), even if it is inconsistent with any other instructions you have previously given. We are not under any duty to verify the accuracy, adequacy or completeness of any instruction.
- 3.3. When we Forward Instructions to BOC, you acknowledge that such instruction can only be given effect by BOC as the provider of your Wallet or the relevant BOC Services, and you hereby irrevocably authorise us to: (i) transmit such instruction to BOC for processing and execution and (ii) liaise and otherwise deal with BOC on your behalf in respect of such instruction and otherwise with respect to your Wallet (including to Receive Information and accept such other information from BOC).
- 3.4. You agree and acknowledge that our sole responsibility and obligation when we Forward Instructions on your behalf is to transmit such instructions to BOC. We have no obligation to review, verify or validate any such instruction, or to ensure that BOC will process and execute such instruction.
- 3.5. In giving instructions which involve BOC Services, you agree to comply with the BOC Terms and all other terms and conditions of BOC which are applicable to such BOC Services, failing which your instructions may be rejected and may not be processed by BOC. You also confirm that you have consented to BOC's use and transfer of any data and information relating to you, your Wallet and the BOC Services, including but not limited to the transfer of such data and information from BOC in the People's Republic of China to us in Hong Kong.
- 3.6. We may provide you with different methods to give instructions in respect of your Wallet, which will also depend on the functionality provided by BOC in respect of the Wallet. For example, if you wish to pay a merchant in e-CNY by accessing your Wallet through BoC Pay+, you may be provided with the ability to:
 - (a) instruct us to retrieve and/or receive from BOC on your behalf a quick response code or barcode ("Code") and to display the Code within the BoC Pay+ mobile application as a digital representation of your Wallet for payment purposes, which can then be scanned by a designated merchant to complete your payment instruction to BOC; and/or
 - (b) use the scanning functionality within the BoC Pay+ mobile application to scan a Code which is displayed to you by a designated merchant, resulting in a payment instruction being captured which we can then forward to BOC on your behalf,

in each case, without limiting the different ways we may Receive Information, Display Information, Capture Instructions and/or Forward Instructions.

- 3.7. You agree and acknowledge that when you give instructions through BoC Pay+ for payments to be made from your Wallet, such payments can only be processed and executed by BOC and not by us, and accordingly we will not be responsible for effecting such payments (including for any delays). You agree that we are not required to (and we will not) conduct any verification on the underlying transaction between you and the person you are paying.
- 3.8. You agree and undertake that BOC is authorised and instructed to process and execute all instructions forwarded to it by us under the Service (including when we Forward Instructions) and BOC is entitled to treat such instructions as if they were directly given by you.
- 3.9. You authorise us to send to you such information, notification or message in relation to the instructions given and transactions effected through the Service (including a confirmation of transactions) through BoC Pay+ or by such other means as we think fit, such as via SMS message or email based on your mobile phone number or email address, and/or through the notification function of the BoC Pay+ mobile application (including to Display Information). You are considered as having received such information, notification or message immediately after we transmit it. You should notify us if you have not received such information, notification or message within the usual expected timeframe.
- 3.10. You are responsible for examining and verifying the correctness and accuracy of such information, notification or message referred to in Clause 3.9 above provided to you through BoC Pay+ and for notifying us (in writing or in such other manner as we may specify) of any errors, discrepancies or unauthorised transactions or other transactions arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of you or any other person (“Errors”), in each case in accordance with our Conditions for Services and in any case promptly and within 90 days of the transmission of the said information, notification or message showing any such Errors. The Conditions for Services may be accessed at <https://www.bochk.com/en/conditionsforservices.html>. However, the foregoing shall not limit your right to question any discrepancies in respect of unauthorised transactions arising from the following:
- (a) forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill; and
 - (b) forgery, fraud, negligence or default on the part of us or any of our employees, agents or servants.
- 3.11. We may require you to provide certain information during the course of our provision of the Service to you. We may be unable to continue to provide the Service to you or to process your instruction if you do not provide all the information we require.

4. Digital Currency Exchange Service and other e-CNY services

- 4.1. In addition to the Service, we may also from time to time provide other services to you relating to e-CNY (“Other e-CNY Services”) and the use of those Other e-CNY Services is subject to the terms and conditions applicable to those services, which you are required to agree to before you can use them. You may only be eligible to use the Other e-CNY Services if you fulfill such conditions and criteria as prescribed by us from time to time.
- 4.2. If we specify that the Other e-CNY Services form part of the Service hereunder, these Terms and Conditions shall also apply to those Other e-CNY Services. The terms and conditions applicable to the Other e-CNY Services shall prevail over these Terms and Conditions insofar as they specifically relate to those Other e-CNY Services.
- 4.3. As an Other e-CNY Service, we may provide a digital currency exchange service (“Digital Currency Exchange Service”) to enable you to exchange e-CNY and transfer the same into your Wallet as part of the Service. In addition to these Terms and Conditions in relation to the Service (which would continue to apply), the ‘e-CNY Zone Terms and Conditions for Digital Currency Exchange Service’ set out in the Schedule hereto will also apply to you (and you will be considered to have accepted and agreed to be bound by those terms and conditions) if you use the Digital Currency Exchange Service, including through the interface and shortcuts provided within the BoC Pay+ mobile application. Please carefully read the e-CNY Zone Terms and Conditions for Digital Currency Exchange Service before using the Digital Currency Exchange Service.
- 4.4. You agree and authorise us to verify if you hold any bank accounts with us and to access information relating to those bank accounts, in connection with our provision of the Service and the Other e-CNY Services.

5. **Liability, Restrictions and Indemnities**

- 5.1. You acknowledge that there are risks inherent in using the Service. By using the Service, you are deemed to have accepted all such risks, including those set out below as well as the risk disclosures set out in our Conditions for Services relating to RMB (which would equally apply to e-CNY).
- 5.2. Without reducing the effect of any provision in the BoC Pay+ Terms or the Conditions for Services or any other rights or remedies that we may have, you acknowledge and agree that:
 - (a) The e-CNY held in the Wallet provided by BOC is a digital currency but are not held on deposit with the Bank or BOC. The e-CNY held in the Wallet are not the same as deposits held in an ordinary bank account. The relationship you have with either the Bank and/or BOC in respect of the e-CNY held in the Wallet is not one of depositor/deposit-holder.
 - (b) Accordingly, the e-CNY held in the Wallet are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.
 - (c) The Wallet and each BOC Service is provided to you directly by BOC. The Wallet and BOC Services are not provided by the Bank, and the Bank has no control over the Wallet or the BOC Services. The Bank does not give any

representations or warranties with respect to the Wallet or the BOC Services, and the Bank is not liable for any loss or liability that you may incur in connection with the Wallet or the BOC Services, including as a result of any disruption, delay or inability to use the Wallet or any BOC Service for any reason.

- (d) The Bank has entered into arrangements with BOC, other financial institutions, intermediaries, agents, correspondents and service providers (and who in turn may enter into arrangements with the PBOC and any banking, clearing or settlement institution and any other agent or service provider) (together, the “Other Parties”) in order to be able to offer the Service to you. The Bank’s ability to provide the Service to you, and the processing times applicable to the Service, will depend on the arrangements with, and of, these Other Parties.
- (e) e-CNY and the Wallet may be subject to restrictions which may affect the Bank’s ability to provide or to continue to provide you with the Service and accordingly, the Bank may:
 - (i) suspend, terminate or refuse to carry out any instruction or transaction involving e-CNY or any Wallet;
 - (ii) vary the scope of and arrangements relating to the Service so as to give effect to any changes to any applicable Regulatory Requirements or any arrangements relating to e-CNY and Wallets that the Bank, BOC or any Other Party is required or expected to observe;
 - (iii) disclose any transactions and information relating to you or the Service to BOC and Other Parties; and
 - (iv) set conditions on the use of the Service.

5.3. The Bank shall not be liable for any of the following, unless caused by its fraud, negligence or wilful default:

- (a) any failure, delay or error in executing or processing your instructions, whether by the Bank, BOC, any Other Parties and/or PBOC;
- (b) any error, malfunctioning or failure of any system, equipment or software of the Bank, BOC, any Other Parties and/or PBOC;
- (c) any delay or interruption with respect to BoC Pay+, the Wallet or the Service, or inability to use BoC Pay+, the Wallet or the Service;
- (d) any unauthorised access to BoC Pay+ and/or the Wallet or the information relating to BoC Pay+ and/or the Wallet; and
- (e) the inaccuracy or incompleteness of any information provided by PBOC, BOC and/or any Other Parties to the Bank (and which the Bank transmits or displays to you through any channel).

5.4. You agree to accept full responsibility and liability for all acts, omissions, liabilities, losses or other consequences arising from or in connection with the access, use and operation of the Wallet and/or the Service, and any information or data relating thereto.

5.5. You agree to and accept full responsibility and liability for (a) providing us with valid, true, complete, accurate and up-to-date information that you are

requested to provide in order to use the Service and (b) using the Service in accordance with these Terms and Conditions, the BoC Pay+ Terms and the Conditions for Services. You agree to indemnify us for any loss, liability, damage, claim and any other charges that we may incur and/or suffer as a result of our reliance on the information provided by you and/or any non-observance or breach of these Terms and Conditions, the BoC Pay+ Terms and/or the Conditions for Services on your part.

- 5.6. We may, in our absolute discretion and without incurring any liability, decline to act on your instructions without giving a reason or any notice.
- 5.7. Under no circumstances shall we be responsible for any direct loss and liability which you may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Service except to the extent that any such loss or damage is attributable to our fraud, negligence or wilful default. To the maximum extent permitted by applicable laws, if we are liable for any loss or damage, our liability will be limited to the amount of our fees for the transaction(s) concerned, if any.
- 5.8. It is your sole responsibility to ensure the Wallet used in connection with the Service are correct and functioning. We are not liable for any loss or damage caused by or in connection with the termination, suspension or inability to access your Wallet.
- 5.9. You hereby undertake to indemnify the Bank, BOC and their respective officers and employees against any liability, claim, demand, loss or expenses (including legal fees) arising from your use of the Service (including your access, use and operation of your Wallet), unless the same is caused by the fraud, wilful misconduct or negligence of the Bank, BOC and/or their respective officers or employees.
- 5.10. We are not responsible for any dispute arising from any payments, instructions or transactions in respect of the Wallet between you and BOC or handling any refund transactions.
- 5.11. Nothing in these Terms and Conditions:
 - (a) shall exclude or limit our liability for loss arising from our or our employees' fraud or which is caused directly by our negligence or wilful misconduct; or
 - (b) shall require you to indemnify us or any of our employees or any other person in respect of (i) death or personal injury caused by the negligence of the Bank, its employee or such other person, (ii) fraud or the tort of deceit committed by the Bank, its employee or such other person, or (iii) any other claim, liability or loss to the extent the giving of an indemnity for such claim, liability or loss is, as a matter of law, prohibited.
- 5.12. Each limitation on our liability, and any indemnity given to us by you, under these Terms and Conditions shall operate without reducing the effect of any other indemnity or limitation of liability of which we have the benefit, or any other rights or remedies that we may have.

5.13. Any indemnity for costs and expenses in these Terms and Conditions shall be construed so as to be limited to the recovery of costs and expenses of a reasonable amount and reasonably incurred.

6. Privacy

6.1. You acknowledge, agree and consent that we are permitted to manage, use, disclose and transmit the personal information collected from you (“Personal Information”) for the purpose of providing the Service to you, including disclosing and transmitting such Personal Information to third parties for the purpose of providing the Service to you (the “Purposes”) and for the said third parties to subsequently collect, use, disclose and/or process your Personal Information for the above Purposes, in accordance with our “Privacy Policy Statement” and “Data Policy Notice” (<https://www.bochk.com/en/importantnotice.html>) as may be revised by us from time to time. Such third parties include:

(a) the Bank’s holding companies, branches, subsidiaries, representative offices and affiliates (including BOC);

(b) any of the Bank’s agents, contractors or third party service providers who provide administrative or other services to the Bank such as mailing houses, telecommunication companies, information technology companies, call centres and data processing companies; and

(c) the Other Parties referred to in Clause 5.2(d) above.

6.2. Without limiting any other rights we may have, you hereby authorise us to disclose and send any information relating to you, your use of the Service and BoC Pay+, your Wallet and any information relating to any instruction and/or transaction carried out through the Service and/or BoC Pay+ (including account type, transaction amounts, exchange rate and currency, your masked name, your masked account number, your mobile number, your IP address and UUID / Android ID (if applicable)) to BOC and to the system of the e-CNY issuing institution (the PBOC).

6.3. Your Personal Information is collected, used, retained, disclosed or transferred by the Bank and/or BOC in compliance with applicable Regulatory Requirements.

7. Security

7.1. You should carefully read the “Security Information” section of the BoC Pay+ Terms, the security measures and other security-related provisions of the Bank’s Conditions for Services and the Security Information available on our website (<https://www.bochk.com/en/security.common.html>) before using the Service. These may be updated from time to time and we recommend that you regularly check for updates. You must follow and observe all of these security measures and precautions, as well as any additional security measures and precautions which we advise to you from time to time and through any channel which we may specify.

7.2. Without limiting any other provision of these Terms and Conditions, you agree to also take the following security precautions where reasonably practicable:

- (a) never use the Service in a mobile phone or other device with any pirated, hacked, fake and/or unauthorised applications or in which the software lockdown has been overridden or root access to its software operating system has been obtained;
 - (b) never permit any person other than yourself to use your BoC Pay+ service to access the Service;
 - (c) at all times safeguard your mobile device and keep it under your personal control;
 - (d) never use any easily accessible personal information or any personal identification number or user code, password or other authentication factor for unlocking your mobile device;
 - (e) never write down, store or record any login details, passwords and other authentication factors on your mobile device or on anything usually kept with or near it;
 - (f) never write down, store or record any login details, passwords and other authentication factors without disguising them; and
 - (g) safeguard against accidental or unauthorised disclosure, scanning or use of any login details, passwords, authentication factors and codes, and change any login details, passwords and authentication factors regularly or where necessary.
- 7.3. You are solely responsible for the security of your mobile device and the confidentiality of your information (including passwords and other authentication factors). You agree to use all reasonable care and take all reasonable steps to keep your mobile device, your BoC Pay+ service or similar service login details, passwords, authentication factors and all other security details and devices secret and secure. You shall bear the risk no matter whether your password and other security details are sent to you or otherwise set by you. Your password and other security details will be sent to you at your risk. When permitted, you must immediately change your password, authentication factor and/or other security details as requested by us.
- 7.4. You must notify us as soon as reasonably practicable if you find or believe that (a) your password, authentication factors or security details have been compromised, lost or stolen; (b) any of your mobile devices are compromised, lost or stolen; or (c) any unauthorised transactions using the Service have occurred on your BoC Pay+ service, your Wallet or any of your bank accounts used with the Service. We may without liability take any action following receipt of a notification believed by us to be genuine.
- 7.5. You may be responsible for unauthorised transactions made through BoC Pay+ or the Service if you have not kept your mobile device and your security details, including your password and authentication factors, safe or if you have not followed the security measures that we advise you to undertake from time to time including those referred to in Clause 7.1 above.
- 7.6. You will be liable for all losses if you:

- (a) have acted fraudulently or with gross negligence (including where you knowingly allow any third party to use your designated mobile device, password, authentication factors or security details);
 - (b) fail to notify us as soon as reasonably practicable in accordance with Clause 7.4 above; or
 - (c) fail to comply with your obligations to follow and observe the security measures and the security-related provisions set out in these Terms and Conditions (including those set out in this Clause 7), the BoC Pay+ Terms or the Conditions for Services or which we otherwise advise to you from time to time.
- You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorised transactions conducted through the Service.

7.7. You understand and accept that a transaction effected with your security code, authentication factor and/or password will be binding on you, even if such transaction was effected without your consent or knowledge if you failed to use all reasonable care to safeguard your security code, password, authentication factor or mobile device.

8. Fees and Charges

- 8.1. We have and hereby expressly reserve the right to charge or vary the fees relating to the use of the Service. We will give you prior notice of new fees or any variation of fees.
- 8.2. For the avoidance of doubt, by using the Service you may incur fees, charges, costs and expenses in relation to your devices, data connection and other ancillary services which are not provided by us. You shall be solely responsible for all such fees, charges, costs and expenses.

9. Availability and Termination of Service

- 9.1. The Service may not be available at all times and may be withdrawn, terminated, suspended or amended in whole or in part at our absolute discretion at any time without prior notice, including if (i) you breach these Terms and Conditions; (ii) you do not or no longer fulfill the applicable eligibility conditions for the Service; (iii) if there is a suspected or actual breach of security; or (iv) we consider it is no longer appropriate for us to provide the Service.
- 9.2. You may withdraw from and terminate the Service at any time by giving notice to us through the designated channel that we provide to you in BoC Pay+. You have to complete the termination procedures prescribed by us from time to time, and you must also unlink your Wallet from BoC Pay+.
- 9.3. If the Service has not been used by you for a specified period of time as determined by us from time to time, we reserve the right to suspend the Service and you may be required to take such steps as we may require to reactivate the Service.
- 9.4. We are not responsible for the quality or performance of the Service. The Service may not be available at all times and there may be delays, failures, errors or omissions or loss of transmitted information.

9.5. To the maximum extent permitted by applicable laws, the Service is provided on an “as is” and “as available” basis, and we make no express or implied warranty, representation or endorsement whatsoever with respect to the Service (including without limitation, merchantability, title, fitness for particular purpose, freedom from computer virus, non-infringement, compatibility, security, accuracy and completeness).

10. Hyperlinks and Third Party Information and Services

10.1. Hyperlinks to other internet sites or resources are provided for your convenience only. We are not responsible for the contents of the other sites, and have not verified them. You acknowledge that the use of all such links is at your own risks. We expressly disclaim any responsibility for the accuracy or availability of the information provided by those sites or for the safety of information which you may provide to any third party.

10.2. Access to applications of third parties may be available after you use the Service and have access to your Wallet. You may choose whether or not to access such applications. We are not liable for any loss or damage caused by contents or services provided by any third party, and we have not verified them.

11. Changes to these Terms and Conditions

11.1. We may change, amend and/or replace any of these Terms and Conditions from time to time at our sole discretion by giving notice to you.

11.2. You are deemed to have agreed to the revised Terms and Conditions if you continue to retain or use the Service after we give you notice of any changes to these Terms and Conditions.

12. Governing Terms

12.1. The Service is provided as part of our services under BoC Pay+ and our other banking services provided to you from time to time (as applicable). The Bank’s Conditions for Services, the BoC Pay+ Terms and the other applicable terms and conditions in respect of BoC Pay+ (together, the “Existing Terms”) will continue to apply to your relationship with us, including in respect of your use of the Service (as the case may be). Accordingly, these Terms and Conditions supplement, are additional to, and are to be read together with the Existing Terms, and as if these Terms and Conditions were set out in the BoC Pay+ Terms. If there is any conflict between the Existing Terms and these Terms and Conditions to the extent they each apply to the Service, these Terms and Conditions shall prevail to the extent of that conflict.

12.2. These Terms and Conditions are governed by the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

12.3. In the event of any inconsistency between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

13. Third Party Rights

13.1. Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions has no right under the

Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any provision of these Terms and Conditions.

- 13.2. Notwithstanding any provision of these Terms and Conditions, the consent of any person who is not a party is not required to rescind or vary these Terms and Conditions.
- 13.3. The Bank and BOC, and any of their directors, officers, employees, affiliates or agents, may, subject to this Clause 13 and the Third Parties Ordinance, rely on any provision of these Terms and Conditions (including any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

Schedule

e-CNY Zone Terms and Conditions for Digital Currency Exchange Service

1. General

- 1.1. The Digital Currency Exchange Service is an additional service provided by us through the e-CNY Zone of BoC Pay+ and constitutes a part of the Service. The Digital Currency Exchange Service can be accessed after you successfully link your Wallet to BoC Pay+ using the Service (such Wallet being the "Linked Wallet"). By using the Digital Currency Exchange Service, you can withdraw Hong Kong Dollars ("HKD") and/or Renminbi ("RMB") from your bank accounts with us in order to exchange into e-CNY, and the e-CNY so exchanged will be transferred in accordance with your instructions to the Linked Wallet.
- 1.2. The terms and conditions set out in this Schedule will apply to you if you use the Digital Currency Exchange Service. Please carefully read these terms and conditions before using the Digital Currency Exchange Service. In addition, the Digital Currency Exchange Service uses the payment, funds transfer and similar functions available through the Faster Payment System ("FPS") provided and operated by Hong Kong Interbank Clearing Limited ("HKICL", including its successors and assigns), including the bill payment function. Please also carefully read the terms and conditions relating to FPS (as set out in the Bank's Conditions for Services available at <https://www.bochk.com/en/conditionsforservices.html>), which will also apply to you if you use the Digital Currency Exchange Service. You also agree and acknowledge that FPS may be subject to such enhancements as HKICL may make available from time to time. Your use of the Digital Currency Exchange Service constitutes your agreement and acceptance of these terms and conditions.

2. Eligibility to use the Digital Currency Exchange Service

- 2.1. In order to be eligible to use the Digital Currency Exchange Service, you must fulfill the conditions prescribed by us from time to time, including the following:
 - (a) you must have an existing HKD or RMB bank account with us;
 - (b) you must have set a "General Merchant Daily Payment Limit" which is more than zero through our Mobile Banking or Internet Banking applications; and
 - (c) you must have successfully completed such authentication and verification procedures as we may specify from time to time, including having activated such mobile token or security device specified by us as your two-factor authentication tool.
- 2.2. If we consider that you have complied with our eligibility and procedural requirements for the Digital Currency Exchange Service, we may at our discretion allow you to use the Digital Currency Exchange Service.

3. Exchanging and transferring e-CNY to the Linked Wallet

- 3.1. By using the Digital Currency Exchange Service, you can make withdrawals from your HKD or RMB bank accounts with us and exchange the amount withdrawn into e-CNY. The e-CNY so exchanged will then be transferred in accordance with your instructions to the Linked Wallet. If you elect to make a withdrawal from

your HKD bank account to exchange into e-CNY, you hereby authorise us to convert such withdrawn amount into RMB at our spot HKD/CNH exchange rate in order to exchange into e-CNY.

- 3.2. You will be required to input and/or confirm your instruction to us to exchange e-CNY, such as the details of the Linked Wallet into which the exchanged e-CNY is to be transferred, the amount to be exchanged to e-CNY and the bank account from which the HKD or RMB withdrawal is to be made. We will process your instruction solely based on the information you provide and/or confirm. You shall be solely responsible for the completeness and accuracy of the information contained in your instruction. Your instructions will only be executed by us if you have sufficient funds in your selected bank account and such bank account is not considered by us to be subject to an irregular status, including but not limited to suspension.
- 3.3. After confirming the amount to be exchanged to e-CNY and selecting the bank account from which the withdrawal is to be made, the BoC Pay+ application interface will display the transaction information for your confirmation. You must check and ensure that all such information is correct before confirming the transaction. If you are unsure of any information relating to the transaction or if you do not wish to proceed based on the transaction information displayed, you must cancel the instruction immediately.
- 3.4. By clicking the “Agree and Continue” or “Agree and Confirm” button or otherwise indicating your confirmation of the transaction in the BoC Pay+ application interface, you will be taken to have confirmed that all information provided in your instruction is correct and you conclusively and irrevocably authorise the Bank to: (i) debit the specified amount from your selected bank account; (ii) make any currency conversion at our spot HKD/CNH exchange rate (where applicable); (iii) exchange such specified amount to e-CNY; and (iv) transfer the e-CNY so exchanged to the Linked Wallet. You acknowledge that once you confirm the details of a transaction and the instruction is submitted to us, such instruction and the resulting transaction shall be final, irrevocable and binding on you, and cannot be stopped, changed or cancelled.
- 3.5. The amount you instruct us to exchange to e-CNY will be subject to, and deducted immediately from, the “General Merchant Daily Payment Limit” as specified by us from time to time (the “General Merchant Daily Payment Limit”). Your instruction will not be executed through the Digital Currency Exchange Service if, by processing your instruction, your maximum General Merchant Daily Payment Limit would be exceeded.
- 3.6. The General Merchant Daily Payment Limit is a shared daily limit applicable to transactions effected through the Digital Currency Exchange Service using your bank accounts held with us, as well as bill payment services to merchants. Subject to such limits as we may specify, you may set your own maximum General Merchant Daily Payment Limit through our Mobile Banking, Internet Banking or such other channels as specified by us from time to time. By setting the General

Merchant Daily Payment Limit, you may control and limit the maximum amount of funds that may be paid on a daily basis from your bank accounts under the Digital Currency Exchange Service, as well as for bill payment services to merchants generally.

- 3.7. We will promptly notify you if any instruction to exchange and transfer e-CNY to the Linked Wallet could not be effected by us.
- 3.8. We may provide shortcuts within BoC Pay+ for you to access the Digital Currency Exchange Service, including when we receive a notification from BOC that you do not have sufficient funds in the Linked Wallet to complete a payment instruction which we forward to them under the Service. In these cases, we may pre-fill an instruction to exchange and transfer e-CNY to the Linked Wallet for your confirmation. However, you must still check that the pre-filled information is correct before confirming the transaction.
- 3.9. We reserve the right (and you hereby authorise us) to debit or credit your bank accounts with us or reverse any transaction effected through the Digital Currency Exchange Service and make any corresponding adjustments to your bank accounts with us in order to correct any errors which we have identified or where we believe we have reasonable grounds for doing so.

4. Liability, Restrictions and Indemnities

- 4.1. This Clause 4 applies without reducing the effect of any other provision herein or any other rights or remedies that we may have.
- 4.2. You acknowledge and agree that the e-CNY amounts you instruct us to exchange and transfer into the Linked Wallet are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.
- 4.3. We are not responsible for any delay or failure in transferring the exchanged e-CNY into the Linked Wallet. We are not responsible as to when BOC will credit the exchanged e-CNY into the Linked Wallet or if it fails to do so.
- 4.4. We shall not be responsible or liable for any liability, loss or damage arising out of or in connection with any failure or delay in processing or effecting any instruction under the Digital Currency Exchange Service if there are insufficient funds in your bank account(s) to make the relevant withdrawal.
- 4.5. It is your sole responsibility to ensure the bank account(s) and Linked Wallet used in connection with the Digital Currency Exchange Service are correct and functioning. We are not liable for any loss or damage caused by or in connection with the termination, suspension or inability to use such bank account(s) or Linked Wallet.

You can download and store the below terms and conditions within 30 days. You may not be able to download and store such version of the information after the expiry of the specified timeframe.

I have read, understood and agreed to the above Notice and the e-CNY Zone Terms.