

## 創興銀行有限公司（「本行」）

### 網上銀行及流動理財服務相關之條款及細則的修訂通知摘要

茲通知本行網上銀行及流動理財服務相關之條款及細則將於 2014 年 12 月 29 日（「生效日期」）起生效。如新修訂之條款及細則的中、英文版本有任何歧異之處，概以英文版本為準。

#### A. 「賬戶章則」

##### 第 I 節 - 所有賬戶及服務的一般規則

###### 1. 修訂第 1 章 - 定義 第 1 節

現有下列的定義應予刪除。

「**創興企業**」指創興企業有限公司(一家根據香港法例註冊成立的公司)包括其繼承人及受讓人；

「**創興企業集團成員**」指創興企業、其任何最終控股公司、創興企業或其最終控股公司的任何附屬公司及附屬成員以及創興企業的所有相聯公司(即其股權權益由前述任何一方持有的公司)；

###### 2. 修訂第 13 章 - 客戶的彌償保證及本行責任的限免 第 13.3 條

現有的第 13.3 條應予修訂如下：

在以下情況，客戶須對所有損失負責：如客戶曾以欺詐方式行事，或有**嚴重**疏忽(這包括若客戶在知情情況下容許他人使用其裝置或密碼)，或如客戶未能採取合理措施用以接達網上銀行服務(不論是透過互聯網、無線網絡、自動櫃員機、固網電話網絡或其他電子終端機或裝置)的任何裝置(例如：創興咭、儲存數碼證書的智能卡)或密碼(例如：私人密碼、電話銀行服務編號或登入名稱)的加以保安及保密，而如上述損失乃因此而引致。

##### 第 VII 節—網上銀行服務章則及條款

###### 3. 修訂第 3 章 - 網站及網上銀行服務的使用 第 3.1 條

現有的第 3.1 條應予修訂如下：

若因客戶的欺詐或**嚴重**疏忽(包括但不限於明知而容許他人使用客戶之電腦系統、用戶登入名稱或私人密碼，未有妥善保管客戶之電腦系統，或如未有遵守第 3.4 條而引致損失)，客戶須為所有引起的損失承擔責任。否則將毋需就透過賬戶進行的未經許可交易而使客戶蒙受任何直接損失承擔責任。本條並不適用於透過信用卡進行之任何未經許可交易，該等未經許可交易將受本行之信用卡條款及條件所管限。

#### 4. 修訂第 4 章 - 本行之責任 第 4.1 條

現有的第 4.1 條應予修訂如下：除非第 3.1 條適用，或由於本行、本行之高級人員、僱員或代理人之欺詐、**嚴重**疏忽或故意不當行為所致，並且僅以由此全然直接引致及合理地可預見損失及損害（如有）或有關交易之金額（以較低者為準）為限，本行概不就以下情況所產生或相關之後果，向客戶或任何其他人士承擔任何責任：

- (i) 使用網上銀行服務或取用網站或查閱任何內容；
- (ii) 在提供網上銀行服務、傳送或執行任何指示、內容或資訊時，因任何行為、遺漏或本行合理控制範圍以外之情況，包括但不限於任何通訊網絡故障、任何第三者之行為或遺漏、機械故障、電力故障、失靈、操作故障、設備或裝置或設施不足，或因任何適用法律（不論是否具法律效力）而出現任何擾亂、干擾、截取、訛誤、毀壞、中斷、延誤、損失、錯漏、無法提供或其他失效；及／或
- (iii) 傳送、登載及／或儲存任何與客戶、網上銀行服務及／或客戶進行或與客戶進行交易或買賣有關之任何內容及／或資訊。

### B. 網上銀行服務章則及條款

#### 1. 修訂第 5 章 - 網站及網上銀行服務的使用 第 5.5 條

現有的第 5.5 條應予修訂如下：

若因閣下的欺詐或**嚴重**疏忽（包括但不限於明知而容許他人使用閣下之電腦系統、用戶登入名稱或私人密碼，未有妥善保管閣下之電腦系統，或如未有遵守第 5.14 條而引致損失），閣下須為所有引起的損失承擔責任。否則將毋需就透過賬戶進行的未經許可交易而使閣下蒙受任何直接損失承擔責任。本條並不適用於透過信用卡進行之任何未經許可交易，該等未經許可交易將受本行之信用卡條款及條件所管限。

#### 2. 修訂第 12 章 - 本行之責任第 12.1 條

現有的第 12.1 條應予修訂如下：

除非第 5.5 條適用，或由於本行、本行之高級人員、僱員或代理人之欺詐、**嚴重**疏忽或故意不當行為所致，並且僅以由此全然直接引致及合理地可預見損失及損害（如有）或有關交易之金額（以較低者為準）為限，本行概不就以下情況所產生或相關之後果，向閣下或任何其他人士承擔任何責任：

- (i) 使用網上銀行服務或取用網站或查閱任何內容；
- (ii) 在提供網上銀行服務、傳送或執行任何指示、內容或資訊時，因任何行為、遺漏或本行合理控制範圍以外之情況，包括但不限於任何通訊網絡故障、任何第三者之行為或遺漏、機械故障、電力故障、失靈、操作故障、設備或裝置或設施不足，或因

任何適用法律（不論是否具法律效力）而出現任何擾亂、干擾、截取、訛誤、毀壞、中斷、延誤、損失、錯漏、無法提供或其他失效；及／或

- (iii) 傳送、登載及／或儲存任何與閣下、網上銀行服務及／或閣下進行或與閣下進行交易或買賣有關之任何內容及／或資訊。

## C. 創興銀行網上銀行服務網上啓動章則及條款

### 1. 修訂第 2 條

現有的第 2 條應予修訂如下：

若因閣下的欺詐或**嚴重**疏忽（包括但不限於明知而容許他人使用閣下之電腦系統、用戶登入名稱或私人密碼，未有妥善保管閣下之電腦系統，或如未有遵守本行之網上銀行服務章則及條款的第 5.14 條而引致損失），閣下須為所有引起的損失承擔責任。否則將毋需就透過賬戶進行的未經許可交易而使閣下蒙受任何直接損失承擔責任。本條並不適用於透過信用卡進行之任何未經許可交易，該等交易將受本行之信用卡條款及條件所管限。

### 2. 修訂第 7 條

現有的第 7 條應予修訂如下：

除非第 5.5 條適用，或由於本行、本行之高級人員、僱員或代理人之欺詐、**嚴重**疏忽或故意不當行為所致，並且僅以由此全然直接引致及合理地可預見損失及損害（如有）或有關交易之金額（以較低者為準）為限，本行概不就以下情況所產生或相關之後果，向閣下或任何其他人士承擔任何責任：

- (i) 使用網上銀行服務或取用網站或查閱任何內容；
- (ii) 在提供網上銀行服務、傳送或執行任何指示、內容或資訊時，因任何行為、遺漏或本行合理控制範圍以外之情況，包括但不限於任何通訊網絡故障、任何第三者之行為或遺漏、機械故障、電力故障、失靈、操作故障、設備或裝置或設施不足，或因任何適用法律（不論是否具法律效力）而出現任何擾亂、干擾、截取、訛誤、毀壞、中斷、延誤、損失、錯漏、無法提供或其他失效；及／或
- (iii) 傳送、登載及／或儲存任何與閣下、網上銀行服務及／或閣下進行或與閣下進行交易或買賣有關之任何內容及／或資訊。

## D. 流動理財服務章則及條款

### 1. 修訂第 4 條

現有的第 4 條應予修訂如下：

除由於本行、本行之高級人員、僱員或代理人之欺詐、**嚴重**疏忽或故意失當行為所致外，並且僅以由此全然和直接引致及合理地可預見的損失及損害（如有）或有關交易之金額（以較低者為準）為限，本行概不就取用及 / 或使用流動理財服務所產生或相關之後果，向閣下或任何其他人士承擔任何性質之損失、損害、收費、費用或責任，包括但不限於以下情況：

- (i) 就或有關取用或使用流動理財服務而涉及閣下和流動電話服務供應商第三者或任何其他第三者之間的爭議；
- (ii) 就或有關取用或使用流動理財服務而涉及閣下和流動電話服務供應商或任何其他第三者之間的任何費用、收費、開支、款項或徵費；
- (iii) 就或有關提供流動理財服務，在傳送或執行任何指示或通訊、內容（下文定義）或資訊時，因任何行為、遺漏或屬本行合理控制範圍以外之情況，包括但不限於任何網站、通訊網絡故障、任何第三者之行為或不作為、機械故障、電力故障、失靈、操作故障、設備／裝置或設施不足，而出現任何擾亂、干擾、截取、訛誤、毀壞、中斷、延誤、損失、錯漏、無法提供或其他失效；及 / 或
- (iv) 就取用或使用流動理財服務而引致或涉及之任何對終端機、配備或其他有關設備之附帶或相應損毀或損失。

\*\*\*為方便 閣下參考，新修訂條款內劃掉之文字已被刪去。\*\*\*

## CHONG HING BANK LIMITED (“Bank”)

### Amendments to Internet Banking and Mobile Banking Services related Terms & Conditions – Summary of Amended Terms and Conditions

With effect from 29 December 2014 (“Effective Date”), Internet Banking and Mobile Banking Services related Terms & Conditions will be amended as set out below. To the extent of any inconsistency between the English and Chinese versions of the amended terms and conditions, the English version shall prevail.

#### A. Account Rules of the Bank

##### SECTION I - GENERAL RULES FOR ALL ACCOUNTS AND SERVICES

###### 1. Amendments to Clause 1 of Section I DEFINITIONS

The existing definition shall be deleted as follows:

~~“CHI” means Chong Hing Investment Limited, a company incorporated under the laws of Hong Kong, which expression shall include its successors and assigns;~~

~~“CHI Group Member” means CHI, any of its ultimate holding companies, any subsidiary and affiliate of CHI or of its ultimate holding company and all CHI’s associated companies (being companies in which an equity interest is held by the foregoing);~~

###### 2. Amendments to Clause 13.3 of Section 13 INDEMNITY FROM CUSTOMER AND EXEMPTION OF LIABILITY OF BANK

The existing Clause 13.3 shall be amended as follows:

**The Customer will be liable for all losses if he has acted fraudulently, or with gross negligence (this include cases where the Customer knowingly allows the use by others of his device or secret code), or if he fails to take reasonable steps to keep any device (for example, Chong Hing Cards, smart cards that store digital certificates) or secret code (for example, PIN, TBS Number or Login Name) used for accessing any Internet Banking Services (whether over the internet, wireless network, ATMs, fixed telephone network or other electronic terminals or devices) secure and secret, if such failure has caused the losses.**

##### SECTION VII - TERMS AND CONDITIONS FOR INTERNET BANKING SERVICES

###### 3. Amendments to Clause 3.1 of Section 3 Use of the Website and the Internet Banking Services

The existing Clause 3.1 shall be amended as follows:

**The Customer shall be liable for all losses if the Customer has been fraudulent or grossly negligent (including without limitation knowingly allowed the use by others of the Customer’s Computer System, Login Name or PIN, failed to properly safeguard the**

Customer's Computer System, or failed to comply with Clause 3.4 if such failure has caused the loss). The Customer would not otherwise be responsible for any direct loss suffered by the Customer as a result of unauthorized transactions conducted through the Accounts. This Clause does not apply to any unauthorized transactions conducted through credit cards, which shall be governed by the Bank's terms and conditions governing the credit card.

#### **4. Amendments to Clause 4.1 of Section 4 The Bank's Liability**

The existing Clause 4.1 shall be amended as follows:

Unless Clause 3.1 applies or due to the fraud, **gross** negligence or wilful misconduct of the Bank, its officers, employees or agents and then only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Transaction (whichever is less), the Bank will not assume any liability whatsoever to the Customer or any other person for any consequences arising from or in connection with:

- (a) any use of the Internet Banking Services or access to the Website or any Content;
- (b) any disruption, interruption, interception, corruption, mutilation, suspension, delay, loss, omission, unavailability, or failure in relation to or in providing the Internet Banking Services, in transmitting or executing any Instruction, Content or information caused by any act, omission or circumstance beyond the reasonable control of the Bank including, without limitation, any failure of any communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facility, or any Applicable Law (whether or not having the force of law); and
- (c) transmission, posting and/or storage of any Content and/or information relating to the Customer, the Internet Banking Services and/or Transactions or dealings conducted with or by the Customer.

### **B. Internet Banking Services Terms & Conditions**

#### **1. Amendments to Clause 5.5 of Section 5 Use of the Website and the Internet Banking Services**

The existing Clause 5.5 shall be amended as follows:

**You shall be liable for all losses if you have been fraudulent or **grossly** negligent (including without limitation knowingly allowed the use by others of your Computer System, Login Name or PIN, failed to properly safeguard your Computer System, or failed to comply with Clause 5.14 if such failure has caused the loss). You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through the Accounts. This Clause does not apply to any unauthorised transactions conducted through credit cards, which shall be governed by the Bank's terms and conditions governing the credit card.**



## **2. Amendments to Clause 12.1 of Section 12 The Bank's Liability**

The existing Clause 12.1 shall be amended as follows:

Unless Clause 5.5 applies or due to the fraud, **gross** negligence or wilful misconduct of the Bank, its officers, employees or agents and then only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Transaction (whichever is less), the Bank will not assume any liability whatsoever to you or any other person for any consequences arising from or in connection with:

- (i) any use of the Internet Banking Services or access to the Website or any Content;
- (ii) any disruption, interruption, interception, corruption, mutilation, suspension, delay, loss, omission, unavailability, or failure in relation to or in providing the Internet Banking Services, in transmitting or executing any Instruction, Content or information caused by any act, omission or circumstance beyond the reasonable control of the Bank including, without limitation, any failure of any communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facility, or any Applicable Law (whether or not having the force of law); and/or
- (iii) transmission, posting and/or storage of any Content and/or information relating to you, the Internet Banking Services and/or Transactions or dealings conducted with or by you.

## **C. Terms and Conditions for Chong Hing Bank's Internet Banking Services Online Activation**

### **1. Amendments to Clause 2**

The existing Clause 2 shall be amended as follows:

You shall be liable for all losses if you have been fraudulent or **grossly** negligent (including without limitation knowingly allowed the use by others of your Computer System, Login Name or PIN, failed to properly safeguard your Computer System, or failed to comply with Clause 5.14 of the Bank's Internet Banking Services Terms and Conditions if such failure has caused the loss). You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through the Accounts. This Clause does not apply to any unauthorised transactions conducted through credit cards, which shall be governed by the Bank's terms and conditions governing the credit card.

### **2. Amendments to Clause 7**

The existing Clause 7 shall be amended as follows:

Unless Clause 5.5 of the Bank's Internet Banking Services Terms and Conditions applies or due to the fraud, **gross** negligence or wilful misconduct of the Bank, its officers, employees or agents

and then only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Transaction (whichever is less), the Bank will not assume any liability whatsoever to you or any other person for any consequences arising from or in connection with:

- (i) any use of the Internet Banking Services or access to the Website or any Content;
- (ii) any disruption, interruption, interception, corruption, mutilation, suspension, delay, loss, omission, unavailability, or failure in relation to or in providing the Internet Banking Services, in transmitting or executing any Instruction, Content or information caused by any act, omission or circumstance beyond the reasonable control of the Bank including, without limitation, any failure of any communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facility, or any Applicable Law (whether or not having the force of law); and/or
- (iii) transmission, posting and/or storage of any Content and/or information relating to you, the Internet Banking Services and/or Transactions or dealings conducted with or by you.

## **D. Mobile Banking Services Terms & Conditions**

### **1. Amendments to Clause 4**

The existing Clause 4 shall be amended as follows:

Except due to the fraud, **gross** negligence or wilful misconduct of the Bank, its officers, employees or agents, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is the less), the Bank will not be liable for any loss, damage, costs, expenses or liabilities of whatsoever nature to you or any other person for any consequences arising from or in connection with the access to or use of Mobile Banking Services including without limitation:

- (i) any dispute between you and the mobile phone service providers or any other third party from or in relation to the access to or use of the Mobile Banking Services;
- (ii) any costs, fees, expenses, payments or charges by the mobile phone service providers or any other third party from or in relation to the access to or use of the Mobile Banking Services;
- (iii) any disruption, interruption, interception, corruption, mutilation, suspension, delay, loss, omission, unavailability or failure in relation to or in providing the Mobile Banking Services, in transmitting or executing any instruction or communication, Content (as defined below) or information caused by any act, omission or circumstance beyond the reasonable control of the Bank including, without limitation, any failure of any website, communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment/installation or facility;



and/or

- (iv) any incidental or consequential loss or damages on any terminal, equipment or related facilities arising from or in relation to the access to or use of Mobile Banking Services.

**\*\*\*For your easy reference, we have crossed out those deleted words in amended Clauses\*\*\***