

**SAFE DEPOSIT BOX TERMS AND CONDITIONS**

The terms and conditions below and in the safe deposit box application form subject to such variations and supplements thereto as may be made by the Bank solely from time to time (collectively called “Terms and Conditions”) shall govern the rights obligations and liabilities in relation to the application and renting by you (“the Renter”) from Chong Hing Bank Limited (“the Bank”) the safe deposit box (“the Box”):-

**Rental Periods**

1. Unless otherwise determined as provided in the Terms and Conditions, the rental period of the Box shall be annual, but **renewable automatically on a yearly basis**. The first rental period will commence from the date of the acceptance (“Commencement Date”) of the Renter’s application by the Bank and end on the day immediately preceding the first anniversary thereof. Each succeeding rental period will commence immediately on the successive anniversary of the Commencement Date and end on the day immediately preceding the next anniversary thereof.

**Rent**

2. (a) The Renter shall pay an annual rent to the Bank in advance on or before the commencement of each rental period. The annual rent for the first rental period shall be payable immediately upon the acceptance of the Renter’s application by the Bank.  
(b) Until revised as provided in Clause 2(c) below, the annual rent shall be in the amount advised by the Bank upon its acceptance of the Renter’s application for renting the Box.  
(c) The Bank shall be entitled to increase and/or otherwise revise the annual rent from time to time by notice in writing of not less than 30 days (unless by reason of circumstances beyond the Bank’s control) to the Renter or notice posted at the relevant vault of the Box, the branch’s banking hall, and/or the Bank’s website and such increase and/or revision shall be conclusively binding on the Renter with effect as from the rental period to be commenced immediately after the notice therefor or otherwise stipulated in such notice until further increase and/or revision by the Bank.

**Deposit**

3. (a) Immediately upon the acceptance of the Renter’s application for renting the Box by the Bank, the Renter shall pay to and maintain with the Bank a deposit (“the Deposit”) in such sum as advised by the Bank upon its acceptance of the Renter’s application for the due performance and observance by the Renter of the Terms and Conditions. The Deposit may be revised by the Bank as provided in Clause 3(b) below.  
(b) The Bank shall be entitled to increase and/or otherwise revise the amount of the Deposit from time to time by notice in writing of not less than 30 days (unless by reason of circumstances beyond the Bank’s control) to the Renter (or notice posted at the relevant vault of the Box, the branch’s banking hall, and/or the Bank’s website), and such increase and/or revision shall be conclusively binding on the Renter with effect from the rental period to be commenced immediately after the notice therefor or otherwise stipulated in such notice until further increase and/or revision by the Bank and the amount of increase shall be payable by the Renter on demand.  
(c) The Deposit will only be returnable to the Renter without interest on the termination of the renting of the Box provided all provisions of the Terms and Conditions have been observed and complied with and the Deposit receipt is surrendered to the Bank. The Bank shall be entitled to deduct from the Deposit any sum or sums for the time being at any time owing by the Renter to the Bank under the Terms and Conditions.

**Authorized Person(s)**

4. (a) The Renter may authorize other person or person(s) for access to the Box Provided That:-
  - (i) such person(s) shall be appointed in such form and manner and according to such procedure approved by and satisfactory to the

- Bank; and
  - (ii) the Bank reserves the right to restrict the number of Authorized Person(s) (as defined below) at any one time and the right to reject any person(s) so nominated and/or authorized by the Renter without giving any reason; and
  - (iii) if the Box is rented jointly by more than one person, the Authorized Person(s) must be authorized by all the Renter jointly.
- (b) All such person or persons or any of them for the time being duly authorized by the Renter and accepted by the Bank for access to the Box as provided above in Clause 4(a) are referred to in these Terms and Conditions as “the Authorized Person(s)”.
  - (c) As between the Renter and the Bank, all the acts of the Authorized Person(s) shall be conclusively binding on the Renter and/or his estate and/or personal or legal representative until and unless notice of revocation in writing from the Renter or his personal or legal representative has been actually received by the Bank notwithstanding the death or incapacity of the Renter and/or the actual revocation of authority of the Authorized Person(s) concerned.
  - (d) Should a chop in lieu of signature be used by the Renter and/or the Authorized Person(s) as his/their specimen signature(s) on record with the Bank for operation of the Box, the Renter shall keep the Bank fully indemnified of all losses, damage, claims and actions which the Bank may suffer in relation thereto including without limitation in the event of any misuse, loss or fraud of such chop but excluding those cases caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.

**Access to the Box**

5. Subject to Clause 6 hereafter:-
  - (a) All access to the Box will only be permitted during the period(s) and days announced from time to time by the Bank by notice posted at the place whereat the Box is located as the business hours of the Bank for operation of safe deposit boxes and subject to such requirements as the Bank may at its sole discretion impose from time to time; and
  - (b) Unless otherwise specifically agreed by the Bank, only the Renter and the Authorized Person(s) will be permitted to have access to the Box on his/their written application duly signed as per his/their specimen signature(s) on record with the Bank for purposes of operation of the Box Provided Always That the Bank reserves the right (but not under any duty) to require any person (including the Renter and the Authorized Person(s)) to produce evidence of identity satisfactory to the Bank for so doing.
6. Without prejudice and in addition to the other provisions of the Terms and Conditions, the Bank shall be entitled (but not obliged) at any time without any prior notice to refuse access to the Box or require any one for the time being in the vault to leave there immediately in any one or more of the following events:-
  - (a) if the rent of the Box is due but unpaid; or
  - (b) if any of the provisions of the Terms and Conditions is not duly observed or complied with; or
  - (c) if the Bank is aware of any petition for bankruptcy liquidation or winding up (as the case may be) filed against the Renter; or
  - (d) if any rules and regulations of and/or procedures prescribed by the Bank for the time being in force relating to the access to and/or operation of safe deposit boxes is not duly complied with; or
  - (e) if any of the direction of the employee(s) of the Bank inside the vault whereat the Box is located is not duly observed or complied with; or
  - (f) in the opinion of the Bank, access to the vault whereat the Box is located is unsafe and/or an emergency situation has occurred; or
  - (g) the Bank has reasonable doubt as to the genuineness or validity of any signature(s), chop(s) or authority of any Renter, Authorized Person(s) or third party in relation to access to or operation of the Box; or
  - (h) if the Bank has received or has been threatened with any demands claims actions or legal proceedings by any of the Renter, Authorized Person(s) or third party asserting his/their interest or rights to the item(s) in the

Box or demanding restriction of access to the Box by other Renter and/or Authorized Person(s), as the case may be.

**Keys**

7. (a) The Bank will provide the Renter with two keys (“the Keys”) for the operation of the Box on or before the Commencement Date provided the Bank has received the annual rent and Deposit. The property of the Keys remains with the Bank and the Renter shall return the Keys to the Bank upon the termination of the renting of the Box.  
(b) The Renter undertakes to keep the Keys in safe custody and to open the Box only with the Keys. The Renter also undertakes not to make any duplication of the Keys and the Bank shall be entitled to confiscate and destroy such duplicated keys upon discovery.  
(c) The Renter shall immediately notify the Bank in writing upon discovery of the loss and/or damage of any of the Keys. Upon receipt of such notice, the Bank shall be entitled to break open the Box and replace the lock and keys of the Box (such work shall be carried out exclusively by person(s) nominated by the Bank) and the Renter shall on demand reimburse the Bank for all the costs and expenses incurred for so doing and indemnify the Bank on demand for any damage to the Box, if any. The Renter will only be provided with a set of replacement keys upon full payment of the above mentioned sums.  
(d) Notwithstanding Clause 7(c) above, in all cases of loss and/or damage of the Keys unless otherwise caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents, the Bank shall not be liable to the Renter howsoever for:-
  - (i) any delay in arranging for and/or the carrying out of the work for the breaking open of the Box, the replacement of the lock and/or the Keys; and/or
  - (ii) any damage or loss to the contents in the Box whether as a result of the carrying out of the work for the breaking open and/or replacement of the lock of the Box or otherwise howsoever; and/or
  - (iii) any delay in and/or suspension of access to and/or operation of the Box.

**Use of the Box**

8. The Renter undertakes to use the Box only for the purposes of the Renter and not to assign, sublet or underlet the Box to any other person(s).
9. (a) The Renter undertakes not to use the Box and to ensure that the Box will not be used for any illegal or unlawful purpose or for the storage of any explosive, fire arms, ammunition and articles and/or materials which are inflammable, dangerous and/or of an offensive, obnoxious corrosive and/or nuisance nature. The Renter shall indemnify the Bank for all losses, damage, injuries, claims, actions or proceedings which may be suffered incurred or sustained by the Bank and/or any third party as a result or by reason of any breach of this provision whether or not the use in breach hereof is to the knowledge of the Renter except those cases caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.  
(b) The Renter shall at all times on demand permit the Bank to have access to the Box in his presence or the presence of his Authorized Representative(s) to examine its state and condition to make any repair and to ascertain whether the terms and conditions of the Terms and Conditions are being fulfilled or observed.

**Insurance**

10. **The Bank is not under any duty or obligation to insure the contents of the Box against any risk (including but not limited to in particular any loss and/or damage thereof howsoever arising whether in circumstances referred to in Clause 11 herein below or otherwise). THE RENTER SHALL TAKE OUT AND MAINTAIN PROPER OR APPROPRIATE INSURANCE POLICY(IES) OR COVER(S) FOR THE CONTENTS IN THE BOX SUBJECT TO SUCH PROVISIONS AS THE RENTER MAY SEE FIT FOR HIS OWN CASE. THE RENTER ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY THE BANK OF HIS OBLIGATIONS TO TAKE OUT AND MAINTAIN INSURANCE POLICY(IES) OR COVER(S) FOR THE CONTENTS OF THE BOX AND IS FULLY AWARE THAT IT IS IN THE INTEREST OF THE RENTER TO**
  - (a) Subject and without prejudice to Clause 11, the Renter hereby expressly agrees that the Bank shall not be liable for any loss, damage, claims, actions or proceedings for, in connection with, arising out of and/or under the Terms and Conditions and/or any breach of any duty of the Bank whether in relation to and/or arising out of any loss and/or damage of the contents of the Box or otherwise and howsoever arising whether in law or in equity, in contract or in tort, unless otherwise in the case caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.
  - (b) If any of the provisions of the Terms and Conditions is found by any

**FULLY INSURE THE CONTENTS IN THE BOX.**

**Loss, damage or deterioration of contents in the Box**

11. **Save and except in cases of loss and/or damage as a result of any fraud, negligence, breach, wilful or intentional act by the Bank, its employees, representatives or agents,** the Bank shall not under any circumstances or at any time be liable and/or responsible for any loss damage and/or deterioration of whatsoever kind or nature to the contents of the Box or any part thereof howsoever caused and/or arisen, whether in law or in equity, in contract or in tort, including but not limited to any loss damage and/or deterioration (whether in whole or in part and whether directly or indirectly) attributable to, caused by, arising out or as a result of:-
  - (a) any (i) theft, robbery, burglary committed by and/or (ii) negligent reckless dishonest fraudulent and/or wrongful act(s) or omission of any person(s); and/or
  - (b) any inadequacy, deficiency, failure, malfunctioning and/or default, howsoever arisen and/or caused, of any of the (i) arrangement, system, measure and/or procedure adopted and/or (ii) equipment, installation and/or devices installed by the Bank for purposes of security or otherwise for the time being at the place whereat the Box is located; and/or
  - (c) any natural causes and/or any cause, event and/or circumstances of any kind beyond the reasonable control of the Bank, including but not limited to any acts of God, epidemics, fire, explosion, flood, water, typhoon, strong wind, earthquake, landslide, mudslide, collapse, destruction and/or damage of the building and/or vault whereat the Box is located howsoever arisen and/or caused; and/or
  - (d) civil commotion, riot, industrial disruption, strike, lockouts, war, insurrection and/or sabotage and/or arson of any person(s); and/or
  - (e) the conditions or environment (including but not limited to the temperature, light, humidity, air-conditioning, ventilation or risks of fire, explosion, flood, water, termites, rats, mice, insects or any other pests or vermin etc.) of the Box and/or the vault whereat the Box is located and/or the inadequacy, malfunctioning and/or failure of the air-conditioning plants power and/or utility supply at the vault whereat the Box is located and/or the reduction or discontinuation of air-conditioning during and/or after office hours.All items are stored in the Box at the Renter’s own decision and risks.
12. Unless otherwise caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents, the Bank shall not be liable and/or responsible (whether in contract or in tort) for any loss and/or damages to the Renter (whether direct and/or consequential) caused by and/or arising out of (whether directly or indirectly and whether in whole or in part) any delay in access to the Box caused by and/or arising out of (whether directly or indirectly and whether in whole or in part):-
  - (a) any closure of the vault and/or refusal of access to the Box as provided in the Terms and Conditions; and/or
  - (b) any loss of Keys by the Renter and/or breaking open of the Box as provided in Clause 7; and/or
  - (c) any mechanical power utility or technical failure and/or malfunctioning of the door(s) to the vault whereat the Box is located and/or the door to the Box; and/or
  - (d) any of the circumstances set out in Clause 11.
13. **Limitation of Bank’s Liability**
  - (a) Subject and without prejudice to Clause 11, the Renter hereby expressly agrees that the Bank shall not be liable for any loss, damage, claims, actions or proceedings for, in connection with, arising out of and/or under the Terms and Conditions and/or any breach of any duty of the Bank whether in relation to and/or arising out of any loss and/or damage of the contents of the Box or otherwise and howsoever arising whether in law or in equity, in contract or in tort, unless otherwise in the case caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.
  - (b) If any of the provisions of the Terms and Conditions is found by any

court or other competent authority to be void or unenforceable, such provision shall be deemed to be severed and deleted from the Terms and Conditions and the remaining provisions of the Terms and Conditions shall continue in full force and effect. To the extent permitted by applicable law, the Renter shall waive the protection available under any provision of law which would otherwise render any provision of the Terms and Conditions unenforceable or invalid.

**Repair and relocation**

14. If the Bank wishes to effect any repair in any part of the vault where the Box is or to change the position of the Box temporarily without having to open it, the Bank will be at liberty without further notice to or consent from the Renter have the Box removed temporarily to other part of the Bank’s premises. The Bank shall be entitled to relocate the Box with prior notice in writing of not less than two (2) months before the date of relocation to the Renter except where in the case of emergency the Box may be relocated by the Bank without prior notice to the Renter. Relocation notices shall be posted from time to time at the relevant vault of the Box, the branch’s banking hall, and/or the Bank’s website. Such notice shall be deemed to be conclusively binding on and accepted by the Renter with effect from the date specified in the notice.

**Termination**

15. If the Renter decides to cancel or discontinue the renting of the Box at any time before the expiration of a rental period, the Renter shall not be entitled to any refund of the annual rent already paid or any part thereof.
16. If the Renter does not desire to renew and/or continue the renting of the Box after the expiration of the rental period, the Renter shall give the Bank not less than fourteen days’ notice in writing to that effect before the date on which the current rental period is due to expire, subject to the Bank’s right to accept notice of less than fourteen days. If the Renter fails to give such notice or having given such notice, fails to remove all contents in Box and surrender the Box and all the Keys of the Box to the Bank, the renting of the Box shall be deemed to have been renewed for another rental period at the rent determined by the Bank as provided in Clause 2 above.
17. Without prejudice to Clause 18, the Bank shall be entitled to forthwith immediately terminate the renting of the Box by notice in writing to the Renter in any of the following event:-
  - (a) if there is any sum (including but not limited to the rent) due but unpaid by the Renter for a period exceeding 3 months from due; or
  - (b) in the event of breach of any provisions under the Terms and Conditions.For termination under this Clause, the Renter shall not be entitled to any refund of the annual rent already paid or any part thereof.
18. Notwithstanding any provisions to the contrary in the Terms and Conditions, the Bank shall be entitled without assigning any reason to terminate the renting of the Box at any time by giving the Renter not less than two months’ prior notice in writing of the Bank’s intention to do so, in which case the renting of the Box shall be deemed effectively terminated upon the expiration of the above mentioned notice and the Renter shall be entitled to a refund of the proportionate part of the annual rent already paid in respect of the unexpired current rental period.
19. Upon the termination of the renting of the Box for any reason whatsoever, the Renter shall at once open the Box, take out all the contents of the Box and return all the Keys of the Box to the Bank in good condition. In the event of any breach of this Clause, the Bank shall be entitled to (without prejudice to any other rights and/or remedies of the Bank in law or in equity) take any one or more of the following action:-
  - (a) charge rental for the Box until the contents in the Box have been removed and all the Keys have been surrendered to the Bank; and/or
  - (b) without any further notice to the Renter, break open the Box and remove and dispose of the contents thereof at the risks and costs of the Renter as provided in Clauses 19(c) and/or (d) or in such other manner as the Bank may in its absolute discretion think fit and for the above purposes, the Bank may (but not under any duty to) the Renter’s costs employ the services of any notary public, solicitor, auctioneer, surveyor and/or other agents, contractors, workmen or third party whatsoever and the Renter shall indemnify the Bank on demand for all such costs and expenses

incurred on a full indemnity basis. Save in the case of manifest error, an inventory list of the break-open items with photograph(s) thereof (if any) signed by any witness of the break-open shall be conclusive evidence of the contents found at the Box; and/or

- (c) notwithstanding the termination of the renting of the Box, the Bank shall be entitled (but not under any duty) to deliver and release the contents of the Box to any one of the Renter or any one of person(s) currently being the Authorized Person(s) at the time of the termination of the renting of the Box and the receipt of such person(s) shall be conclusive and binding on the Renter; and/or
- (d) if within 3 months of the termination of the renting of the Box, the Renter shall not have removed and/or taken delivery of any contents of the Box, the Renter shall be deemed to have abandoned all claims and rights in such contents and the Bank shall be entitled to:-
  - (i) destroy or otherwise dispose of such contents of the Box which are not saleable (as determined by the Bank or such valuer as may be employed by the Bank absolutely) or cannot be sold, without further notice to the Renter; and/or
  - (ii) sell such contents of the Box which are saleable without further notice to the Renter whether by public auction or by private treaty and for so doing, the Bank shall be entitled to engage the Renter’s costs such auctioneer, broker, valuer, surveyor and/or agent as the Bank in its absolute discretion determine and such auctioneer, broker, valuer, surveyor and/or agent shall be deemed to be acting for and on behalf of the Renter and the Bank shall in no circumstances be liable howsoever for their act, default and/or omission. The Bank shall be entitled to deduct all costs and expenses for so doing from the proceeds of sale and the Renter shall pay any sum in deficiency to the Bank for such costs and expenses on demand. Further, for the purposes of the exercise of the power of sale under this sub-clause, the Bank shall be entitled (but not under any duty) to obtain valuation of any of the contents of the Box at the Renter’s costs and any valuation obtained by the Bank from an independent valuer shall be binding and conclusive against the Renter and any sale by the Bank of any of the contents of the Box at or above such valuation if by private treaty and at whatever price if by public auction shall absolutely discharge the Bank of all liabilities whatsoever, whether in law or in equity, in contract or in tort, to the Renter in respect of such content(s) and/or the sale thereof.

20. For the avoidance of doubt, the Renter hereby expressly agrees that the provisions of the Terms and Conditions including in particular Clauses 11, 12, 13 and 14 hereof shall survive the termination of the renting of the Box and continue to be in full force and effect applicable to all claims by the Renter and shall not in any way prejudice or affect the Bank’s rights under the Terms and Conditions or otherwise in law or in equity.

**Death or incapacity of Renter**

21. In the event of the death or incapacity of the Renter or any of them,
  - (a) the Renter for his personal representative(s), receiver(s) or authorized person(s) and/or estate(s), hereby agrees that his estate will continue to be liable for the rent of the Box until termination of the renting by his personal representative(s), receiver(s) or authorized person(s) in accordance with Clause 15 and/or Clause 16 hereof; and
  - (b) until the grant of Probate, Letters of Administration, relevant order, consent or authorization is obtained from the court, relevant government or other competent authority, the Bank may refuse access to the Box except for such purpose(s) of taking an inventory of the contents thereof or otherwise as authorized or permitted legally, provided the requisite order, consent or authorization of the court, relevant government or other competent authority is obtained.
22. In the event as provided under Clause 21 and/or Clause 23, the Bank may require proof thereof to the Bank’s satisfaction and such indemnity against any costs, expenses, claims, losses and liabilities which the Bank may suffer prior to permitting any access to the Box.

**Joint Renting or Partnership**

23. (a) In the case where the Box is rented jointly by two or more persons,

each of the Renter and for his personal representative(s), receiver(s) or authorized person(s) and/or estate(s) hereby agrees that:-

- (i) subject to sub-clause (ii) of this Clause, the Bank may allow any one of the Renter to have access to the Box who may remove and/or dispose of all or any part of the contents of the Box;
  - (ii) in the event of the death or incapacity of any of the Renter and the Bank has notice of such death or incapacity, subject to the order, consent or authorization of the court, relevant government or other competent authority, the survivor of the Renter or the other Renter will be entitled and allowed access to the Box and for other purposes (including without limitation to remove and/or dispose of all or any part of the contents of the Box) insofar as permitted by and in accordance with the laws;
  - (iii) the Renter’s liability hereunder shall be joint and several; and
  - (iv) without prejudice to other express provisions of the Terms and Conditions, either of the Renter may cancel or terminate the renting of the Box.
- (b) Where the Renter is a partnership, the Bank is entitled to treat any of the partners from time to time of the partnership as having full power to carry on the business of the partnership and to deal with the Box and the partnership’s assets notwithstanding the death of any partner, any change of the partners or any partner becoming bankrupt or incapacitated. The liabilities and obligations of the partners from time to time of the partnership under the Terms and Conditions are and shall be joint and several.

**Miscellaneous**

24. In the event of the Box being sealed by an order of the court or other competent authority the Renter will not be allowed access to the Box until the order has been set aside or annulled.
25. Notwithstanding any right of the Bank in law, whether as banker or otherwise, the Bank shall be entitled to debit all or any of sums owing due but unpaid by the Renter under or in connection with the Terms and Conditions to any account or accounts of the Renter or any of them with the Bank without any notice to the Renter. Further, the Bank shall be entitled to charge a prevailing annual surcharge on any unpaid sum by the Renter from the day due to the day of actual payment.
26. (a) The Bank shall be entitled at the Bank’s sole discretion from time to time to add, delete and/or amend the provisions of the Terms and Conditions by notice of not less than 30 days unless otherwise such variations are required by operation of law and/or circumstances beyond the Bank’s control (in which case the Bank may give such shorter notice as it may, in its absolute discretion, deem practicable). In other cases, the Bank shall give such reasonable notice to the Renter as the Bank at its sole discretion may consider appropriate.  
(b) Notice by the Bank under the Terms and Conditions may be given by display at branches of the Bank, its banking hall, the vault of the safe deposit boxes, or may be posted at the Bank’s website at <http://www.chbank.com>, and/or by such other means as the Bank may think fit from time to time. All additions, deletions and/or amendments of the Terms and Conditions shall be deemed to be conclusively binding on and accepted by the Renter with effect from such date specified in the notice if the Renter continues to use, maintain or keep the Box on or after such effective date.
27. (a) Any notice required to be given to the Renter shall be sufficiently served on him if sent by post to his address last known or last on record with the Bank and shall be deemed to have been received by him on the 2nd banking day following that on which the same was posted, notwithstanding its subsequent return as undelivered mail.

(b) **THE RENTER UNDERTAKES TO NOTIFY THE BANK IMMEDIATELY IN CASE OF ANY CHANGE OF THE ADDRESS OR CONTACT DETAILS OF THE RENTER OR AUTHORIZED PERSON(S).** Until the Bank has been notified otherwise, the address and contact details provided on application or on record with the Bank shall be deemed to be his/their valid address and contact details of the Renter or Authorized Person(s) and **ANY NOTICE TO HIM SENT TO THAT ADDRESS OR OTHER LAST KNOWN ADDRESS BY THE**

**BANK SHALL BE DEEMED TO HAVE BEEN DULY SERVED ON AND RECEIVED BY THE RENTER AND THE AUTHORIZED PERSON(S) NOTWITHSTANDING ANY RETURN THEREOF AS UNDELIVERED MAIL.**

- (c) If the Renter comprises more than one person, any notice, communication or correspondence shall be deemed delivered to (i) the Bank if given by any one of the persons comprising the Renter or the surviving person comprising the Renter; and (ii) the Renter if given by the Bank to any one of the persons comprising the Renter or the surviving person comprising the Renter.
28. (a) The Renter agrees that the Bank may disclose any information and documents regarding the Renter’s data and banking relationship with the Bank to:-
    - (i) the ultimate holding company, any subsidiary and affiliate of the Bank or of its ultimate holding company and all associated companies (being companies in which an equity interest is held by the foregoing);
    - (ii) debt collection agencies, credit reference agencies, governmental and other regulatory authorities (wherever situate); and/or
    - (iii) any actual or proposed transferee, assignee or successor of all or any part of the assets or business of the Bank.
  - (b) Without prejudice to Clause 28(a) above, the Renter agrees to be bound by the terms and conditions in the privacy or data notice or policy of the Bank (a copy of which the Renter hereby acknowledges receipt), which shall be subject to changes or variation thereof at the Bank’s sole discretion as may be displayed or posted at the Bank’s banking hall, vault of the Box, or website of the Bank from time to time, and to the use of data information and documents about the Renter in the manner specified in such privacy or data notice or policy of the Bank. If the Renter is not an individual, it shall ensure that its Authorized Person(s), individual agents and staff members who in the course of their dealings with the Bank with respect to the operation and maintenance of the Box are or may be obliged to provide their personal data to the Bank have read, understood and agreed to the provisions of such privacy or data notice or policy of the Bank from time to time.
  29. (a) It is hereby declared that in the construction of these presents the words “access to the Box” shall include the rights to open the Box and to remove therefrom and to place therein anything and otherwise to use or to operate the Box in general manner whatsoever at any time and from time to time.  
(b) Clause headings shall not affect the interpretation of these Terms and Conditions. References to Clauses are to the clauses of these Terms and Conditions. Unless the contrary intention appears, words importing the masculine, feminine or neuter gender shall include the others of them and words in the singular shall include the plural and vice-versa.  
(c) No act or omission by the Bank under the Terms and Conditions shall affect its rights, powers and remedies thereunder or otherwise or any further or other exercise of such rights, powers or remedies.
  30. The Terms and Conditions shall be binding on and enure to the benefit of the Bank and its successors and assigns. The Renter (including his successors and assigns) are bound by the Terms and Conditions, and may not assign any or all of his rights, benefits, interests, obligations, liabilities or duties under the Terms and Conditions without the Bank’s prior consent in writing.
  31. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”) of the People’s Republic of China, and both the Bank and the Renter hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.
  32. The Chinese version of the Terms and Conditions is for reference only and if there is any conflict between the English and the Chinese version, the English version shall prevail.