

**Chong Hing Bank Limited**  
**Internet Banking Services Terms & Conditions**  
**(Effective October 3, 2012)**

The Internet Banking Services (as defined in Clause 3) are provided by the Bank (as defined in Clause 1) subject to, and you agree to be bound by, these Internet Banking Services Terms and Conditions. **Please read and understand these terms and conditions before you use the Internet Banking Services.**

**1. Interpretation**

1.1 In these Internet Banking Services Terms and Conditions, unless the context otherwise requires:

**“Accounts”**

means all your accounts maintained with the Bank, including lines of credit and overdraft facilities, which are designated by the Bank from time to time as being accessible by you through the Internet Banking Services; and **“Account”** means any of the Accounts;

**“Applicable Law”**

means, in relation to any person, action or thing, the following:

- (i) any law, rule or regulation of any country (or political sub-division of a country) or jurisdiction;
- (ii) any obligation under any license in any country (or political sub-division of a country) or jurisdiction; and
- (iii) any lawful and binding determination, decision, order, ruling, guidelines or direction of a regulator or competent court or authority in any country (or political sub-division of a country) or jurisdiction,

in each case, from time to time applicable to that person, action or thing;

**“Bank”**

means, collectively, Chong Hing Bank Limited, a company incorporated in Hong Kong whose registered address is situated at Chong Hing Bank Centre, 24 Des Voeux Road Central, Hong Kong, together with any or all of its subsidiaries and/or associated companies;

**“Content”**

means things that one may see, read, hear, download, install, modify or otherwise access on or via the Internet Banking Services and/or the Website (including but not limited to messages, files, data, software, images, photographs, illustrations, expression, presentation, opinion, advice, form, format, mode or method of compilation, selection, configuration, text and other materials);

**“Computer System”**

means any equipment, device or facility (including, without limitation, any terminal, software, modem, computer equipment, electrical or wireless appliance and telecommunications facility) for accessing and using the Internet Banking Services;

**“Hong Kong”**

means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Information”**

means any data, news, report, information or material made available through the Internet Banking Services or the Website, which includes without limitation any text, image, sound, code, computer programme, software and database, as well as any exchange rate, interest rate, price and computed amount (such as monthly repayment amount under a mortgage loan), whether or not given as a result of any Instruction;

**“Instruction”**

means any instruction given through or provided at the Website and/or the Internet Banking Services in accordance with the Bank’s prescribed methods from time to time in force;

**“Internet Banking Services”**

means the services referred to in Clause 3;

**“Login Name”**

means the name(s) or number(s) assigned by the Bank to you or, if applicable, otherwise changed subsequently by you and accepted by the Bank and to be used in conjunction with the PIN for obtaining authorised access to the Accounts and the Internet Banking Services;

**“PIN”**

means the Personal Identification Number(s) and/or any other form(s) of login identification, password, one-time password, digital/electronic certificate, any other means, form or technique of authentication from time to time used in conjunction with your Login Name for obtaining authorised access to the Accounts and the Internet Banking Services;

**“Record”**

means information that is inscribed on, stored in or otherwise fixed on a tangible medium or that is stored in an electronic or other medium and is retrievable in a perceivable form;

**“Transaction”**

means any deposit, transfer, withdrawal, placement of fixed deposit or remittance of funds or currency, trading of stock, securities, note, bond, futures, financial instrument or any other transaction through the Website or the Internet Banking Services; and

**“Website”**

means the Internet Banking Services website.

1.2 Subject to express provisions to the contrary, in these Internet Banking Services Terms and Conditions, including its Schedules:

- (a) references to Clauses and Schedules are to clauses of and schedules to these Terms and Conditions; and
- (b) words importing the singular include the plural and vice versa, words importing one gender or the neuter gender include both genders and the neuter gender and references to persons include bodies corporate or unincorporated.

1.3 In construing these Internet Banking Services Terms and Conditions:

- (a) general words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things; and
- (b) general words shall not be given a restrictive meaning by particular

examples intended to be embraced by the general words.

## **2. Other Terms and Conditions**

- 2.1. These Internet Banking Services Terms and Conditions apply to all Transactions in addition to the Bank's terms and conditions governing the Accounts and other related services including without limitation the provisions of the Account Rules of the Bank and any rules and policies of the Bank (as from time to time amended or supplemented by the Bank). Words and expressions used in the Account Rules shall have the same meanings when used in these Internet Banking Services Terms & Conditions unless the context otherwise requires. In the event of any inconsistency, these Internet Banking Services Terms and Conditions shall, in relation to any Transaction and unless otherwise expressly stated, prevail over any other terms and conditions.
- 2.2 Each use of the Internet Banking Services on the Website is subject to these Internet Banking Services Terms and Conditions in force at the time of such use.

## **3. Description of the Services**

- 3.1 The Internet Banking Services are an electronic service that permits you to gain access to the Accounts, to carry out Transactions, to make enquiries and to obtain other related services which the Bank may provide from time to time at its sole discretion through the use of any computer, mobile telephone, or other telecommunication, wireless or other access device.
- 3.2 The Bank reserves the right to vary, suspend or discontinue the Website and any service available through the Internet Banking Services from time to time, with or without notice and without any liability, at the Bank's sole discretion, including but not limited:
  - (a) to change, expand, reduce, terminate or suspend any services or their presentation, manner of operation, scope or otherwise;
  - (b) to impose or vary any limitation or condition including minimum or maximum limitations; and
  - (c) to impose or vary any restrictions on the availability of any service or any part or aspect thereof, including but not limited to changing cut-off times and reducing service hours.

Any antecedent rights and liabilities of the parties shall not be affected.

- 3.3 The Internet Banking Services are offered for your sole and exclusive use and only in such jurisdictions and to such extent where and when they may be lawfully offered and used under Applicable Law.

3.4 You confirm that your particulars and details currently held by the Bank are in all material respects up-to-date, true, accurate, complete and not misleading. You shall notify the Bank in writing of any changes to such particulars or details as soon as reasonably practicable.

#### **4. Website Content**

4.1 You acknowledge that each part of the Content is the property of the Bank or the relevant service provider, and that such Content is subject to the copyright and/or other intellectual property rights of the Bank or any third party (“**Intellectual Property Rights**”).

4.2 Unless you are expressly authorised by the Bank in writing, you shall not (and shall not participate in or permit any third party to):

(a) sell, transfer, disclose, assign, publish, convey, lease, sub-lease, share, loan, transmit, duplicate, reproduce, distribute, broadcast, cablecast, display, publicly perform, download, put in circulation, prepare derivative works based on, repost or otherwise use, provide or disseminate any of the Content in any way for any public or commercial purpose; or

(b) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Content including, without limitation, any trademark or copyright notice; or

(c) use any Content on any other website or in a networked computer environment for any purpose; or

(d) decompile or attempt to decompile, reverse engineer, translate, convert, adapt, alter, modify, enhance, add to, delete, or in any way tamper with, or gain unauthorised access to, any part of the Content, the Website, the Internet Banking Services or any software incorporated into the Website; or

(e) infringe any Intellectual Property Rights.

4.3 You agree that all rights, benefits, title and interest in and relating to the Content and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the relevant owner, as the case maybe. Nothing in these Internet Banking Services Terms and Conditions or in relation to the Internet Banking Services or the Website will confer or transfer any Intellectual Property Rights to you or provide you with any licence or approval to exercise any Intellectual Property Rights or otherwise enable you to acquire any right with respect to the Website or the Content unless it is expressly stated to the contrary. You shall not make any representation or do any act which may be taken to indicate or otherwise imply that you have any such right, benefit, title or interest.

- 4.4 You acknowledge that the Bank and any service provider may from time to time, with or without notice and without any liability, impose any conditions upon the availability of any part of the Content. You agree that your access to such Content after the effective date of such conditions constitute your acceptance of such conditions.

## **5 Use of the Website and the Internet Banking Services**

- 5.1 You warrant that you will (i) properly maintain all Accounts, (ii) fully comply with these Internet Banking Services Terms and Conditions, and (iii) fully pay when due or upon demand all fees, costs and expenses prescribed by the Bank for the use of the Internet Banking Services.
- 5.2 The Bank does not in any way warrant that (i) any service provided in connection with or any of your use of the Internet Banking Services and/or the Website will be free of errors, interception or interruption; or that (ii) any Information, Content or other materials provided, used or accessible in connection with the Internet Banking Services and/or the Website will be free of viruses, disabling or malicious devices or other contaminants.
- 5.3 You may not regard any Instructions as having been executed unless so stated in the Bank's statement of the relevant Account or confirmation or advice given by the Bank online or by other means. You agree and acknowledge that it is your sole responsibility to keep record of such statement, confirmation and advice.
- 5.4 You shall promptly check and verify the contents of each of the Bank's statements of account and confirmation or advice of Transaction given by the Bank online or by other means, and report to the Bank any discrepancies in accordance with the provisions of the Account Rules. Such online advice or confirmation shall be deemed received by you after transmission by the Bank. You shall notify the Bank if you do not receive the Bank's statement of accounts or online confirmation or advice in respect of any Transaction within the time usually applicable for receipt of such statement, confirmation or advice.
- 5.5 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.**

- 5.6 No Instruction shall be deemed received by the Bank unless given in such manner as prescribed by the Bank from time to time and actually received by the Bank.
- 5.7 You agree that you will give Instructions only if there are sufficient funds and/or credit facility in the relevant Accounts to complete a Transaction. The Bank shall not be liable for any consequence arising out of any failure to carry out any Instruction due to the inadequacy of funds or credit facility in the relevant Account, provided that if the Bank shall at its sole discretion decide to carry out the Instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to you and you shall forthwith upon demand return the shortfall of fund and shall be fully liable for all reasonable costs and expenses incurred properly together with accrued interests at such rate as maybe prescribed by the Bank as a result of the overdraft, advance or credit thereby created. For the avoidance of doubt, any Instruction given to the Bank shall operate only as a request to the Bank to act on such Instruction, and the Bank, in its sole discretion and without giving any reason or assuming any liability, may refuse to act on such request or any part thereof immediately or at all.
- 5.8 Notwithstanding Clause 5.7, the Bank may (but is not obliged to) withdraw or deduct such sums of money, including any related costs and expenses, from any Account(s) (whether or not it would result in any Account being overdrawn) as shall be required to complete any Transaction.
- 5.9 The Bank may (but is not obliged) to act on any Instruction that the Bank, in its sole discretion, believes to have been given or authorised by you (whether or not such Instruction was in fact given or authorised by you). **The Bank shall be under no duty to verify the validity or authenticity of any Instruction once your correct Login Name and PIN have been inputted to gain access to or use the Internet Banking Services. The Bank is entitled to treat such Instruction as having duly authorised and approved by you. Subject to Clause 5.5, you will indemnify the Bank against all costs, expenses, losses and damages which it may suffer or sustain arising out of or in connection with any Instruction.**
- 5.10 You acknowledge that the Internet Banking Services are provided as an additional service or channel to receive instructions from you, and shall not be considered as a substitute for other accepted methods of giving instructions. You will use other methods or channels to give instructions to the Bank if the Internet Banking Services are not available.
- 5.11 Messages sent through the Internet Banking Services shall be treated as if they were made in writing and signed by the sender. The parties waive any right to contest the validity or enforceability of a contract effected through the Internet Banking Services on the ground that it was effected electronically.
- 5.12 As between the parties, a contract effected through the Internet Banking Services is concluded in Hong Kong and at the time when the Bank's final

confirmation (showing a transaction number) of your Instruction is dispatched by the Bank's computer system. If you do not receive such confirmation, you must subsequently check via the Internet Banking Services.

- 5.13 You will not use or permit the use of the Website or the Internet Banking Services in whole or in part for any purpose, other than to gain access to the Accounts, to carry out Transactions, to make enquiries relating to the Accounts or to obtain other related services which the Bank may at its sole discretion provide from time to time. In particular, but without limitation, you will not and will not procure or knowingly allow any other person to:
- (a) disrupt or interfere with the Website, the Internet Banking Services or any software, hardware or equipment connected to the Website or the Internet Banking Services;
  - (b) violate any Applicable Law relating to your use of the Website or the Internet Banking Services; or
  - (c) collect or store any information about the Bank, other users of or parties to the Website or the Internet Banking Services other than those of the Accounts.

- 5.14 You shall as soon as reasonably practicable notify the Bank by telephone at such telephone number and, if required by the Bank, then followed in writing to such address of the Bank as may be designated by the Bank from time to time, or in person at one of the Bank's branches if you find or believe that your Computer System, Login Name or PIN has been compromised, lost or stolen, or that any unauthorized transaction has been conducted over any Account. Upon confirmation of the authenticity of such notification to the satisfaction of the Bank, the Bank may at your cost (if appropriate) suspend the use of your Login Name or PIN and, at its sole discretion, re-issue a new Login Name or PIN to you. Subject to Clause 5.5, you will remain wholly responsible for all fees, costs, expenses, losses and damages incurred by or in connection with the use of the Internet Banking Services, the Content and/or the Website by any unauthorised third party which is caused by your failure to comply with your obligations under these Internet Banking Services Terms and Conditions until such time as the Bank has received and accepted your notification. If no effective or convenient means of notification for this purpose are made available by the Bank to its customers at the time when you should notify the Bank, you shall notify the Bank within a reasonable time after such means have become available again. For the avoidance of doubt, you will not be liable for losses and damages incurred after the Bank's confirmation of its actual receipt and acceptance of your notification but without prejudice to your liability (if any) with respect to the loss and damage incurred before such confirmation by the Bank has been given to you. You agree and acknowledge that the Bank is entitled to reasonable time for processing your notification prior to its confirmation.

## **6 Fees and Charges**

**6.1 The Bank reserves the right to impose fees and charges in relation to the Internet Banking Services and to revise such fees and charges from time to time by giving written notice to you provided such written notice shall be given to you at least 30 days before the revised fees and charges take effect unless such change is not within the Bank's control. You shall be bound to pay all fees and charges, in the amounts, manner and times determined by the Bank, if you use the Internet Banking Services, or maintain any Account, after the effective date of any fee or charge or its revision.**

## **7 Two-Factor Authentication**

7.1 You shall register a mobile phone number or an alternative channel accepted by the Bank to which one-time passwords may be transmitted to you. You shall notify the Bank timely if such number or channel is changed. You agree that the Bank may display details of the transaction in a message sent to your mobile phone number or such channel.

7.2 By requesting the Bank to conduct a transaction which requires any authentication by SMS OTP, you shall be deemed to have authorized the Bank to transmit the SMS OTP, through any telecommunication service provider or any other third party, by means of a SMS text message to the mobile phone number that you have registered with the Bank, or any other means, (a) specified or accepted from time to time by the Bank or (b), where permitted by the Bank, changed subsequently by you and accepted by the Bank.

7.3 By requesting the Bank to conduct a transaction which requires any authentication by digital certificate, you shall be deemed to have authorized the Bank to transmit an SMS alert of transaction completion, through any telecommunication service provider or any other third party, by means of a SMS text message to the mobile phone number that you have registered with the Bank, or any other means, (a) specified or accepted from time to time by the Bank or (b), where permitted by the Bank, changed subsequently by you and accepted by the Bank.

## **8 Instructions**

8.1 Any Instruction once accepted and processed by the Bank shall not be cancelled, amended, supplemented or revoked by the Customer without the Bank's written consent.

8.2 The Bank may send any message relating to any Instruction in explicit language, code, cipher or any form of electronic transmission signals as the Bank may see fit.

8.3 The Customer shall reimburse and indemnify the Bank against all expenses and fees incurred or charged due to any incorrect information given or



provided by the Customer including without limitation those incurred or charged by any correspondents and agents of the Bank.

## **9 Trade Finance Services**

- 9.1 "Trade Finance Services" is an automated service which enables a User, designated by a Corporate Customer and registered by the Bank, to access and operate, through the Internet Banking Services, such trade finance services as may be made available by the Bank from time to time.
- 9.2 This section of these Internet Banking Services Terms and Conditions is only applicable to those Corporate Customers which have successfully applied for Online Trade Finance Services.
- 9.3 The Online Trade Finance Services and any related accounts are also subject to the terms and conditions prescribed by the Bank from time to time including without limitation the General Customer Agreement and the facility letter(s) agreed between the Bank and you from time to time, and in the event of any conflict, these Internet Banking Services Terms and Conditions shall prevail.

## **10 eMPF Services**

- 10.1 "eMPF Services" is an automated service which enables a User, designated by a Corporate Customer and registered by the Bank, to access and operate, through the Internet Banking Services, such MPF-related services as may be made available by the Bank from time to time.
- 10.2 This section of these Internet Banking Services Terms and Conditions is only applicable to Corporate Customers which have successfully applied for eMPF Services.
- 10.3 eMPF Services are also subject to the terms and conditions prescribed by the Bank from time to time including without limitation the eMPF Services Master Agreement and eMPF Services Online Terms and Conditions, and in the event of any conflict, the eMPF Services Master Agreement and eMPF Services Online Terms and Conditions shall prevail.

## **11 Links and Advertisements**

- 11.1 The Bank does not endorse and is not responsible for the content or accuracy of any off-Website pages or any other websites linked to the Website (including without limitation any websites linked through advertisements or through any search engines). The Bank expressly disclaims any liability for any loss or damage of any kind arising from or in connection with any reliance or use of such pages or websites.
- 11.2 Your correspondence or dealings with, or participation in promotions of, advertisers on the Website are solely between you and such advertisers. The Bank is not responsible for any loss or damage of any kind incurred as a result

of any such dealings or as a result of the presence of any advertisements on the Website.

## **12. The Bank's Liability**

12.1 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.

12.2 Neither the Bank nor any of its any officers, employees, agents or service providers provide nor are they authorised by the Bank to provide any investment or other advice to you. It is your sole responsibility to seek or determine market information and seek independent professional advice on financial, investment, technical, legal, tax and other issues in connection with the use of the Internet Banking Services, the Website and each Transaction.

12.3 All Content and Information will be made available on an "as is" basis and for reference purposes only. The Bank does not endorse or express any comment on any Content or Information supplied by any third party nor does it assume any duty to check or verify such Content or Information.

12.4 Neither the Bank nor any of its officers, employees, agents or service providers warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness, correctness and completeness of any Content or that any Content or Information is fit for any purpose. The Bank, its officers, employees, agents and all such service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Content or Information. You acknowledge that all Content and Information are for reference only, may

not be relied on by you for any purpose and shall not in any circumstances be binding on the Bank. You further acknowledge that the Bank's internal Records of the Accounts, Transactions and Information (including website logs) shall be conclusive and binding on you save for manifest errors. For the avoidance of doubt, the Bank may use any updated Information available at the time of executing your Instruction for any Transaction, and such Transaction shall be binding on you notwithstanding that different Information may have been provided by the Bank via the Internet Banking Services or the Website.

- 12.5 Subject to Clause 5.5 and save for the negligence, wilful misconduct or fraud of the Bank, its officers, employees or agents, the Bank expressly disclaims all liabilities arising from and in connection with the validity, integrity or authenticity of any Instruction once the correct Login Name and PIN have been inputted to gain access to the Internet Banking Services.
- 12.6 You are solely responsible for implementing all such procedures and checks to satisfy your particular requirements for accuracy and security of data input and output, and for maintaining a means external to the Website and the Internet Banking Services for the reconstruction of lost data. If your use of the Website or the Internet Banking Services results in the need for servicing, repairing or replacing any property, material, software, equipment or data, you agree that the Bank, its officers, employees, agents and service providers will not be liable for any such costs and any related losses.
- 12.7 While the Bank has endeavoured to ensure your personal information will be secured and confidential, the Bank shall not be liable for any loss, damage, interception or misuse of your information by any person beyond the reasonable control of the Bank.
- 12.8 Notwithstanding any other provisions of these Internet Banking Services Terms & Conditions, neither the Bank nor any of its officers, employees, agents or service providers shall in any circumstances be liable for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

### **13. Your Liabilities**

- 13.1 Unless Clause 5.5 applies, you shall be fully responsible for all consequences arising from or in connection with access to or use of the Internet Banking Services, and/or the Website and/or the entry into of any Transaction, whether or not actually authorised by you.**
- 13.2 Without prejudice to any other provision of these Internet Banking Services Terms and Conditions and unless Clause 5.5 applies or due to the negligence or wilful misconduct of the Bank, you shall fully indemnify the Bank and its subsidiaries, affiliates, officers, employees, agents and service providers against all liabilities, claims, demands, losses, damages, interests, costs, charges and expenses of any kind (including, without**

**limitation, legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against the Bank, its subsidiaries, affiliates, officers, employees, agents or service providers in connection with the Internet Banking Services, the Website, access to any Content or Information, and/or the exercise or preservation of the Bank's powers and rights under these Internet Banking Services Terms and Conditions or the law.**

#### **14. Termination**

14.1 Clauses 4, 12, 13, 18.6, and 21 shall survive termination of the Internet Banking Services..

#### **15. Internet Banking Services Privacy Policy**

15.1 During your use of the Website or the Internet Banking Services, blocks of data known as "cookies" may be issued to or requested from your computer. You may remove or reject any such cookies (which may affect your use of the Website or the Internet Banking Services) but you must not alter any cookies sent to your computer from the Website.

15.2 You acknowledge that certain Transactions cannot be processed on the Website without the use of cookies.

#### **16. Security and Risk Disclosures**

16.1 The Bank will take such steps as it may deem reasonably practicable to provide reasonably prudent security for its systems in connection with the provision of the Internet Banking Services.

16.2 Access to the Internet Banking Services may be provided through any means as the Bank may designate including without limitation a private network connection or the World Wide Web. You will make available at your own cost computer, software, equipment, connection and/or service to access the Internet Banking Services at your own risks.

16.3 For security purposes, you agree to follow and adhere in a timely manner to the guidelines, advice, notices and requirements which the Bank may at its discretion, but without obligation, issue from time to time in relation to the use of and access to the Website or the Internet Banking Services.

16.4 You shall be solely responsible for the safe custody of your Computer System, Login Name and PIN, and you shall keep your Login Name and PIN strictly confidential. You should not disclose your Login Name or PIN to anyone including the Bank's staff or the Police.

16.5 You should be aware that use of Internet Banking Services will expose you to risks associated with computer-based or other electronic systems, the internet and other public networks, including disruption, interception, corruption,

interruption or loss of transmissions, or suspension, unavailability, delay, malfunction, breakdown, inadequacy or failure of systems, hardware or software. The result of a failure may be that your order is not executed according to your Instruction or is not executed at all. Downloads or connections may be affected by viruses, disabling or malicious devices or other contaminants.

## **17. Modifications to these Internet Banking Services Terms & Conditions**

17.1 These Internet Banking Services Terms & Conditions may be amended or supplemented by the Bank at its sole discretion from time to time with reasonable prior notice (as practicable) to you. Such amendments will be sent to you by post or posted on the Website or otherwise and will become effective at such effective date and time as stipulated by the Bank and shall be binding on you if you continue to maintain any Account, use the Internet Banking Services or access the Website after the effective date of such amendment / supplement. Each access to and use of the Website or the Internet Banking Services shall be subject to the provisions of these Internet Banking Services Terms and Conditions then in force.

## **18. General**

18.1 For the purposes of the Internet Banking Services, each notice and communication sent by post to your last known address on the Bank's Record will be deemed to have been duly delivered to you 2 business days (in the case of local address) or 7 business days (in the case of address outside Hong Kong) after it has been posted; if sent by electronic mail or facsimile to your electronic mailing address or facsimile number on the Bank's Record, upon its being sent; and if posted on the Website, upon such posting. In proving delivery of posted notices or communications, it shall be sufficient to prove that the notice or communication was properly addressed and mailed, with postage prepaid.

18.2 Each applicant for Internet Banking Service on behalf of a body corporate represents to the Bank that such applicant is duly authorised to act for such body corporate for all purposes of the Internet Banking Services and that:

- (i) such body corporate is a corporation / legal entity duly incorporated and is validly existing under the laws of the place of its incorporation;
- (ii) these Internet Banking Services Terms and Conditions have been duly approved by such body corporate, and shall constitute valid and binding obligations of such body corporate;
- (iii) all consents and approvals required by such body corporate in relation to the Internet Banking Services have been validly obtained and maintained;
- (iv) the certified true copies of such body corporate's certificate of incorporation or registration, charter, statute, memorandum and articles or other instruments constituting or defining its constitution and its board resolutions/authorisation delivered to the Bank are true, accurate, complete, valid and in full force and effect; and
- (v) no steps have been taken or are being taken to appoint a receiver, manager

or liquidator over the assets of, or to wind up, such body corporate.

- 18.3 Where you are more than one person, each of you agrees, represents and warrants that:
- (i) the liabilities and obligations of each of you hereunder shall be joint and several; and
  - (ii) notwithstanding any instructions to the contrary, any one of you shall have full authority to give any Instruction and to receive any communication or confirmation from the Bank provided that the Bank may at any time insist that all of you give an Instruction.
- 18.4 Where you are a firm, the Internet Banking Service Terms and Conditions shall be binding on all persons from time to time carrying on business in the name of the firm.
- 18.5 References herein to you shall include, where applicable, your personal representative and successors. Reference herein to the Bank shall include its successors and assigns.
- 18.6 In the event that any of the provisions of these Internet Banking Services Terms and Conditions shall for any reason be held to be illegal, invalid or unenforceable under any Applicable Law, it shall be deemed as to have been severed from these Internet Banking Services Terms and Conditions automatically without prejudice to the other provisions which will remain in full force and effect in accordance with their respective terms.
- 18.7 The Chinese version of these Internet Banking Services Terms and Conditions is for reference only and in the event of any discrepancy between the English and Chinese versions, the English version shall prevail over the Chinese version to the extent of such discrepancy.

## **19. Corporate customers**

- 19.1 Unless the context otherwise requires:

“**Corporate Customer**” means any body corporate, sole proprietorship, partnership or other legal entity (not being an individual) which is the holder of an Account which is approved and registered by the Bank (in its discretion) for the Internet Banking Services;

“**User**” means any person authorised by the Corporate Customer to use, operate or access on behalf of the Corporate Customer the Internet Banking Services (including the Accounts).

- 19.2 For the purposes of the Internet Banking Services, the Corporate Customer shall register with the Bank its User(s) (up to such maximum number as may be determined by the Bank from time to time in its sole discretion). Unless otherwise expressly agreed by the Bank in writing, the Corporate Customer agrees that:

- (a) each of its Users shall have the Corporate Customer's authority to apply for, receive and change any Login Name, PIN and any other item in relation to the Internet Banking Services, which may be issued by the Bank from time to time; and
  - (b) its Users acting in accordance with such "single" and "multiple" authorities as authorised by the Corporate Customer shall have the following powers and authorities on behalf of the Corporate Customer:
    - (i) to access, use and operate the Internet Banking Services and the Accounts, and to manage and control such access, use and operation; and
    - (ii) to give, vary or approve any Instructions for and on behalf of the Corporate Customer.
- 19.3 The Bank may (but is not obliged to) require any additional authorisation or evidence before acting on any Instruction given by any User(s).
- 19.4 The Corporate Customer shall, at all times, provide and maintain accurate, complete and updated information of each User with the Bank, and inform the Bank in writing as soon as practicable of any change in such information and provide such evidence thereof as required by the Bank.
- 19.5 The Corporate Customer shall ensure that each User shall comply with these Internet Banking Services Terms and Conditions. The Corporate Customer shall fully indemnify the Bank, its subsidiaries, affiliates, directors, officers, employees and agents against all liabilities, claims, demands, losses, damages, interests, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) arising from any act or omission of any User, and against which may be incurred any claim made by any User.
- 19.6 Without prejudice to the obligations and liabilities between the Corporate Customer and the Bank, no contractual relationship (whether express or implied) exists between the Bank and any User in relation to the Internet Banking Services. Unless caused by any negligence, wilful misconduct or fraud of the Bank, its officers or employees, under no circumstances shall the Bank be responsible or held liable to any User, or Joint Customer (as the case may be) in connection with the provision of the Internet Banking Services, and the Corporate Customer or Joint Customer (as the case may be).
- 19.7 The Bank may require any authorisation and evidence in relation to (without any duty to verify the validity or authenticity thereof):
- (a) any appointment or removal of any User;
  - (b) any application for Login Name or PIN; or
  - (c) any change of contact person, telephone number, correspondence address, etc. of the Corporate Customer.

## **20. Personal joint account customers**

- 20.1 Unless the context otherwise requires, where an Account approved and registered by the Bank (in its discretion) for the Internet Banking Services has more than one personal account holder, the account holders are referred to as “**Joint Customers**”.
- 20.2 Each Joint Customer shall have full authority to act for all the Joint Customers in all matters relating to the Internet Banking Services and the Accounts, unless otherwise expressly agreed by the Bank in writing.
- 20.3 The Bank may (but is not obliged to) require any Instruction to be given by all the Joint Customers.

## **21. Governing Law**

21.1 These Internet Banking Services Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong. You unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.