

CHONG HING BANK LIMITED

Internet Banking Services Online Terms **(Effective 17 June 2010)**

1. Terms of Service

- 1.1 The Internet Banking Services are provided to you subject to the provisions of the agreement (the "**Internet Banking Services Agreement**") which you signed (if applicable), and / or the terms and conditions in respect of your application, with the Bank upon registering for the Internet Banking Services (including without limitation the provisions under Section VII of the Account Rules of the Bank) and these Online Terms and any operating rules and / or policies that may, from time to time, be published or released by the Bank (all such provisions under Section VII of Account Rules, these Online Terms, operating rules and / or policies as varied and / or amended shall hereinafter be collectively referred to as the "**Terms of Service**"). Words and expressions used in Section VII of the Account Rules or Internet Banking Services Agreement (if applicable) of the Bank shall have the same meanings when used in these Online Terms unless the context otherwise requires.
- 1.2 Each use of the Internet Banking Services on this Internet Website (the "**Website**"), is subject to the Internet Banking Services Agreement (if applicable) and the Terms of Service in force at the time of each such use. The Bank may revise the Terms of Service from time to time on reasonable notice by updating this posting.
- 1.3 You acknowledge that the Bank may, in its sole discretion and with or without notice to you,
- (a) modify any part or all of the Website and / or any of the services available to you thereunder; and
 - (b) suspend or discontinue any part or all of the Website and / or the services available to you thereunder.

2. Two-Factor Authentication

- 2.1 Without prejudice to the Bank's rights and discretions in general under other provisions of the Internet Banking Services Agreement (if applicable) or the Terms of Service, the request(s) or instruction(s) provided by or on behalf of, or purportedly by or on behalf of, you or your authorized person(s) or representative(s) which is / are signed, verified, supported or otherwise furnished with or pursuant to any mandate, certificate (whether electronic, digital or otherwise in whatsoever format), digital / electronic signature, SMS-based one-time password (OTP), any other means, form or technique of authentication (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, shall be deemed to have been duly provided and authorized /

approved by you, and the Transactions in relation thereto shall be binding on you.

- 2.2 For the purpose of the above Clause 2.1, a digital / electronic signature is taken to be signed or supported by a certificate if the digital / electronic signature is verifiable with reference to the public key listed in a certificate the subscriber of which is you or your authorized person or representative as signer.
- 2.3 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.
- 2.4 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.

3. Other Bank Fund Transfer

- 3.1 Any Instruction once accepted and processed by the Bank shall not be cancelled, amended, supplemented or revoked by the Customer.
- 3.2 The Bank shall not be liable for any reasonable cause of any act / omission, or event beyond the Bank's reasonable control, including without limitation omission or delay in sending any message relating to any transaction or in payment or in giving advice of payment; loss of items or any message or signals in transit or transmission or otherwise; mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable; or the actions of omission of the Bank's correspondents, third-party sub-agent, other third-party agency involved in The Clearing House Automated Transfer System / Electronic Clearing System; or war declared or undeclared; censorship; blockade; insurrection, civil commotion; or any law, decree, regulation, control, restriction or other act of domestic or of foreign government or other group or groups exercising government powers, whether de jure or de facto; or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device, except in the cases caused by the negligence or fraud of the Bank.
- 3.3 The Bank may send any message relating to the Instruction in explicit language, code, cipher or any form of electronic transmission signals as the Bank may see fit, and is not to be liable for any act, omission, breach, errors,

negligence or defaults of any correspondent, customers or third party save in the case caused by any breach or negligence on the point of the Bank, sub-agent, or other agency authorized or approved by the Customer.

- 3.4 The Customer shall reimburse and indemnify in full all other correspondents and agents of the Bank in respect of all the expenses and fees incurred due to any incorrect information given or provided by the Customer.
- 3.5 These terms and conditions shall be supplemented by the Account Rules of the Bank, and in the event of any express conflicts between them, these terms and conditions shall prevail.

4. Trade Finance Services

- 4.1 "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.
- 4.2 This section of the Online Terms is only applicable to those Corporate Customers which have successfully applied for Online Trade Finance Services.
- 4.3 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 Online Terms, the Terms of Service and the Internet Banking Services Agreement of the Bank shall prevail.

5. eMPF Services

- 5.1 "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.
- 5.2 This section of the Online Terms is only applicable to Corporate Customers which have successfully applied for eMPF Services.
- 5.3 eMPF Services is 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.

6. General Provisions

- 6.1 Any instructions given by the use of the correct Login Name and PIN in relation to any online or internet service shall be deemed to have been duly authorized by you, and all resulting transactions shall be binding on you.
- 6.2 The Bank may regard your instructions as received by the Bank's computer system as being what you intended to send.
- 6.3 Transactions and messages as shown on your computer are for your reference only.
- 6.4 You acknowledge that online or internet service is 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 us if electronic services are not available.
- 6.5 Messages sent through any online or internet service shall be treated as if they had been made in writing and signed by the sender. The parties waive any rights to contest the validity or enforceability of a contract effected through any online or internet service on the ground that it was effected electronically.
- 6.6 As between the parties, a contract effected through any online or internet service is concluded in Hong Kong and at the time when the Bank's final confirmation (showing a transaction number) of your instructions is dispatched by the Bank's computer system. If you do not receive such confirmation, you must subsequently check on the Bank's website.
- 6.7 The Bank may, at any time in its absolute discretion, without notice, without liability and without giving any reason, suspend, cancel, withdraw or change in any way any online or internet service, the manner of operations, any daily cut-off times, any minimum or maximum amount of an instruction, any maximum limit per day, the hours during which the service is available, or anything else.
- 6.8 The Internet Banking Services Online Terms apply in addition to and are without prejudice to the Banks' applicable agreement, terms and conditions, including without limitation the Internet Banking Services Agreement (if applicable) and the Account Rules.

7. Modifications to Terms of Service

- 7.1 The Bank reserves the right to change and supplement the Terms of Service including without limitation these Online Terms regarding the use of the Website and the Internet Banking Services at any time by giving you reasonable prior notice (where practicable) of any change. Each access to or use of the Website and / or the Internet Banking Services is subject to the Internet Banking Services Agreement and the Terms of Service then in force. For the avoidance of doubt, any use of the Internet Banking Services by you or

your maintenance of any Account to which the Internet Banking Services are applicable after expiry of such notice shall constitute your acceptance of such Terms of Service.

8. General

- 8.1 If any part of the Terms of Service (including without limitation these Online Terms) is held to be illegal, invalid or unenforceable under the Applicable Law, it shall be given effect to the greatest extent possible and the remainder of the Terms of Service will remain in full force and effect in accordance with their respective terms.
- 8.2 The Terms of Service (including without limitation these Online Terms) are to be read and construed in conjunction with the provisions of the Internet Banking Services Agreement (if applicable) and the Account Rules of the Bank in so far as the Internet Banking Services are concerned.
- 8.3 The Terms of Service and the Internet Banking Services Agreement (if applicable) are in addition to the General Conditions, and the General Conditions shall continue to apply in respect of the dealings and operation of the Accounts, provided that in the event of any inconsistencies, the provisions of these Online Terms shall prevail over those of the other Terms of Service and Internet Banking Services Agreement (if applicable) which shall, in turn, prevail over those of the General Conditions for the purposes of the Internet Banking Services save as expressly provided to the contrary in these Online Terms, Terms of Service and / or the Internet Banking Services Agreement (if applicable) respectively.
- 8.4 The Chinese version of these Online Terms is for reference only and in the event of any discrepancy between the English and Chinese versions of these Online Terms, the English version shall prevail over that of the Chinese version.

9. Governing Law

- 9.1 These Online Terms and the Terms of Service are governed by the laws of the Hong Kong. You unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.