

**Chong Hing Bank Limited**  
**Internet Banking Services Terms & Conditions**  
**(Effective December 23, 2006)**

**1. Terms of Service**

- 1.1 The i-Banking Services (the “**Internet Banking Services**”) are provided to you under the provisions of the agreement which you signed with the Bank upon registering for the Internet Banking Services (the “**Internet Banking Services Agreement**”) and the following Terms of Service and any operating rules and/or policies that may, from time to time, be published by the Bank (all such Terms of Service, operating rules and/or policies as varied and/or amended shall hereinafter be referred to as the “**Terms of Service**”). Words and expressions used in the Internet Banking Services Agreement shall have the same meanings when used in these Terms of Service 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 and these Terms of Service in force at the time of each such use. The Bank may revise these 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. Description of Service**

- 2.1 The Bank shall provide an electronic service that permits you to gain access to the Accounts, to carry out Transactions and 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 computers, mobile telephones, or other telecommunication, wireless or similar access devices subject to your compliance with the Internet Banking Services Agreement and these Terms of Service.
- 2.2 The Bank reserves the right to determine and vary the scope of the Internet Banking Services to be provided from time to time with reasonable prior notice (where practicable) to you at the Bank's sole discretion, including but not limited to the right:
- (a) to modify, expand or reduce the scope of the Internet Banking Services;
  - (b) to impose or vary any limitation and/or condition on the use of the Internet Banking Services, including but not limited to minimum and maximum limitations as may be prescribed by the Bank from time to time; and

- (c) to impose or vary any restrictions on the availability of certain parts of the Internet Banking Services, including but not limited to the imposition of restrictive service hours on any part of the Internet Banking Services.
- 2.3 The Internet Banking Services are offered for your sole and exclusive use and only in jurisdictions where and when they may be lawfully offered and processed under the Applicable Law.
- 2.4 For any issues regarding the Internet Banking Services that are not covered by these Terms of Service, you should refer to the Internet Banking Services Agreement or contact the Bank for information.
- 3. Website Content**
- 3.1 You acknowledge that any part of the Content is a trade secret, confidential and the property of the Bank and the relevant information providers. You further acknowledge that such Content is subject to copyright and/or other intellectual property rights of the Bank or any third party (“**Intellectual Property Rights**”).
- 3.2 Unless you are expressly authorised by the Bank in writing or compelled by law and with prior written notice to the Bank, you shall not yourself, and you 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 without the prior written consent of the Bank; 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 Internet Banking Services or any software incorporated into the Website; or
  - (e) contravene any Applicable Law or otherwise infringe the Intellectual Property Rights of any party in using the Content, the Internet Banking Services and/or the Website.
- 3.3 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 information providers. Nothing in the Internet Banking Services Agreement or these Terms of Service or in your use of the Internet Banking Services or the Website will confer or transfer any Intellectual Property Rights to you or

provide you with a licence to exercise any Intellectual Property Rights or otherwise enable you to acquire any right with respect to the Website and/or 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 that you have any such rights, benefits, title or interest.

#### **4. Use of the Website and the Internet Banking Services**

- 4.1 You warrant that you will (i) properly maintain all Accounts, (ii) fully comply with these Terms of Service, the Internet Banking Services Agreement and the General Conditions, and (iii) fully pay upon demand all fees, costs and expenses as may be prescribed by the Bank from time to time with notice of at least 30 days (unless not within the Bank's control) to you given in the manner as permitted under the Code of Banking Practice to which the Bank is subject and associated with the use of and/or maintenance of, including without limitation all commissions as may be prescribed by the Bank from time to time and arising from any transactions made in connection with, the Accounts and the Internet Banking Services.
- 4.2 The Bank does not in any way warrant that (i) any services 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) the 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 devices or other contaminants. You acknowledge that all Information is for reference only and shall not in any circumstances be binding or intended for trading or any other purposes. You further acknowledge that the Bank's internal Records of the Accounts, Transactions and Information shall be conclusive save for obvious errors or unless the contrary is established by you to the Bank's satisfaction. For the avoidance of doubt, the Bank may use such updated Information as may be available at the time of executing your Instructions for any Transactions, and such Transaction shall be binding on you notwithstanding different Information may have been quoted by the Bank via the Internet Banking Services and/or the Website.
- 4.3 **You shall be solely responsible for all costs and losses, whether directly or indirectly, arising out of or in connection with any unauthorised use of your Login Name and/or PIN by a third party, including without limitation the consequences of any use of such information, the Content, the Internet Banking Services and the Website if you act fraudulently or with gross negligence such as failing to properly safeguard your Login Name, PIN and/or device for accessing the Website or the Internet Banking Services, or knowingly allow the use by others of your Login Name, PIN or the said device.**
- 4.4 **Unless otherwise the Bank agrees in writing and subject to Clause 4.3, you agree that any Instruction shall be binding and irrevocable once given provided that your correct Login Name and PIN were used, whether such Instructions were given by you or by a third party purporting to be you. For the avoidance of doubt, any Instruction shall not be deemed given and/or received by the Bank unless given in such manner as prescribed by the Bank from time to time and actually received by the Bank.**
- 4.5 The Bank is authorised (but not obligated) to act on any Instruction that the Bank, in its absolute discretion, believes to have been given or authorised by you (whether or not such Instruction was in fact given or authorised by you) relating to the use of the

Internet Banking Services. **The Bank shall be under no duty and liability to verify the validity and/or authenticity of any Instructions once your correct Login Name and PIN have been inputted and accepted to gain access to and use the Internet Banking Services. The Bank is entitled to treat such Instructions as having duly authorised and approved by you. Subject and without prejudice to Clause 4.3, you will indemnify and keep the Bank fully indemnified at all times of all losses and damage as it may suffer or sustain arising out of or otherwise in connection with complying with or executing any such Instructions.**

- 4.6 You will not use or permit the use of the Website or the Internet Banking Services in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to gain access to the Accounts, to carry out Transactions, to make enquiries relating to the Accounts and/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 and/or the Internet Banking Services or servers or other software, hardware or equipment connected to or via the Website and/or the Internet Banking Services;
  - (b) violate any Applicable Law relating to your use of the Website and/or the Internet Banking Services; or
  - (c) collect or store any information or Data about other users or party of the Website and/or the Internet Banking Services and/or the Bank other than those of your Accounts or as permitted by the Bank expressly.
- 4.7 You shall immediately notify the Bank by telephone at such telephone numbers or 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 have reason to suspect or become aware of any disclosure or unauthorised use of your Login Name and the PIN. Upon confirmation of the authenticity of such notification to the satisfaction of the Bank, the Bank may at your cost suspend the use of your Login Name and the PIN and, at its sole discretion, re-issue a new Login Name and the PIN to you. Subject and without prejudice to Clause 4.3, you will remain wholly responsible for all losses and damages arising out of or in connection with the use of any of the Internet Banking Services, the Content and the Website by any unauthorised third party until such time the Bank confirms actual receipt and acceptance of your notification of such. 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 such 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.

## **5. Links and Advertisements**

- 5.1 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 under or in connection with any reliance or otherwise use of such websites.

5.2 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 advertisements on the Website.

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

6.1 Unless Clause 4.3 or 7.2 applies or due to the gross negligence or wilful default of the Bank, its officers or employees 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 less), the Bank will not assume any liability or responsibility whatsoever to you or any other person for the consequences arising from or in connection with:

- (i) use of the Internet Banking Services and/or access to any Content as a result of such use by you or any other person whether or not authorised subject nevertheless and without prejudice to Clause 4.3;
- (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet Banking Services, in transmitting Instructions or Content relating to the Internet Banking Services or in connecting with the Website caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
- (iii) transmission, posting and/or storage of any Content and/or Data relating to you, the Internet Banking Services and/or Transactions or dealings conducted by you in relation or pursuant to the Internet Banking Services through or in any system, equipment or instrument of any communication network provider.

6.2 Without prejudice to Clause 4.2, you agree that neither the Bank nor any information provider shall be deemed an investment adviser or other professional 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 and/or the Website.

6.3 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 third party information providers nor does it assume any duty to check or verify such Content or Information.

6.4 Without prejudice to Clauses 4.2, 6.2 and 6.3, neither the Bank nor any information or service provider warrants, represents or guarantees the accuracy, reliability, adequacy, timeliness and completeness of any Content or whether any Content is fit for any purpose. The Bank and all such information or service providers expressly disclaim all liabilities whatsoever arising from or in connection with any reliance on any Content or Information.

- 6.5 Without prejudice to the Internet Banking Services Agreement and subject to Clause 4.3 and save for gross negligence, wilful default or fraud of the Bank, its officers or employees, the Bank expressly disclaims all liabilities arising from and in connection with the validity, integrity and/or authenticity of any Instructions once the correct Login Name and PIN have been inputted and accepted to gain access into the Internet Banking Services.
- 6.6 You are solely responsible for implementing all such procedures and checkpoints to satisfy your particular requirement for accuracy and security of Data input and output, and for maintaining a means external to the Website or 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 or replacing property, material, equipment or Data, you agree that the Bank will not be liable for any such costs.
- 6.7 You acknowledge and understand that the Bank has endeavoured to ensure your personal Data will be secured and confidential. The Bank shall not be liable for all consequences arising from or in connection with any loss, interception or misuse of your reasonable Data to any person beyond the reasonable control of the Bank without prejudice to Clause 7.2(a).
- 6.8 Notwithstanding any other provisions of these Terms of Service, neither the Bank nor any other information or service provider 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.

## **7. Your Liabilities**

- 7.1 Without prejudice and subject to the Internet Banking Services Agreement and unless Clause 4.3 or 7.2 applies, you shall be fully responsible and liable for all consequences arising from and in connection with the access to and use of the Internet Banking Services (including but not limited to any Transactions) and/or the Website and/or access to any Content by any person, whether or not authorised by you.
- 7.2 Subject to Clause 4.7 and, without prejudice to the generality of other provisions, if, in the reasonable opinion of the Bank, there is no negligence, breach, fraud or fault on your part, you shall not be liable for loss, damage or misplacement of funds caused by unauthorised Transactions conducted through the use of the Internet Banking Services as a result of:
- (a) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9.1; or
  - (b) a missed or mis-directed payment caused by the gross negligence or wilful default of the Bank, its officers or employees; or
  - (c) a human or system error of the Bank;

in which case you shall be entitled to seek indemnity against the Bank for loss and damage which you have suffered pursuant to the laws.

7.3 Without prejudice to any other provision of the Internet Banking Services Agreement and these Terms of Service and unless Clause 4.3 or 7.2 applies or due to the gross negligence or wilful default of the Bank, you shall fully indemnify and keep indemnified the Bank and its subsidiaries, affiliates, officers, employees and agents against all liabilities, claims, demand, losses, damages, 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 in connection with the provision of the Internet Banking Services and/or the Website and/or access to the Content, and/or the exercise or preservation of the Bank's powers and rights under these Terms of Service.

## **8. The Internet Banking Services Privacy Policy**

8.1 When using the Website and/or the Internet Banking Services, you may provide the Bank with certain of your personal data (“**Personal Data**”), as defined in the Personal Data (Privacy) Ordinance (“**Ordinance**”), such as your name, address, date of birth, address and bank account information. You have certain rights in relation to your Personal Data. **By accessing or using the Website and/or the Internet Banking Services, you consent to the capture and use of your Personal Data in accordance with the Privacy Policies posted on the Website (as amended from time to time by the Bank).**

8.2 Unless otherwise required by or in accordance with the prevailing laws and regulations or court of competent jurisdiction and except as referred to in their respective privacy policies, the Bank will take reasonably practicable steps to maintain and keep your Personal Data confidential and will not reveal the such Personal Data to any individual or party without your authorisation save as provided in the Bank's Privacy Policy (as amended from time to time) and/or the General Conditions. Please also refer to the Bank's Privacy Policy as to how the Bank protects your Personal Data.

8.3 During your use of the Website and/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 but you must not alter any cookies sent to your computer from the Website.

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

## **9. Security**

9.1 The Bank will take reasonably practicable steps (i) to safeguard that its systems in connection with the provision of the Internet Banking Services are installed with reasonably prudent security and designs and (ii) to control and manage the risks in operating the systems, taking into account the Applicable Law relating to the Bank.

9.2 The Website and the Internet Banking Services apply different advanced technologies to protect the data you send from your browser via the server of the Bank and/or third party information and/or service providers to the ultimate product providers.

9.3 For security purposes, you agree to follow and adhere to guidelines and/or advice which the Bank may at its discretion, but not obliged to, issue from time to time in relation to the use of and access to the Website and/or the Internet Banking Services.

## **10. Modifications to Terms of Service**

- 10.1 The Bank reserves the right to change and supplement these Terms of Service 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 after expiry of such notice shall constitute your acceptance of these Terms of Service.**

## **11. General**

- 11.1 If any part of these Terms of Service 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 these Terms of Service will remain in full force and effect in accordance with their respective terms.
- 11.2 These Terms of Service are to be read and construed in conjunction with the provisions of the Internet Banking Services Agreement.
- 11.3 These Terms of Service and the Internet Banking Services Agreement 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 Terms of Service shall prevail over those of the Internet Banking Services Agreement 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 Terms of Service and the Internet Banking Services Agreement respectively.
- 11.4 The Chinese version of these Terms of Service is for reference only and in the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail over that of the Chinese version.
- 11.5 These 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.