

eMPF SERVICES ONLINE TERMS & CONDITIONS

These terms and conditions are supplemental to the eMPF Services Master Agreement which you signed upon registering with the Bank for the eMPF Services ("eMPF Services Agreement"), Section I and Section VII of the Account Rules ("Account Rules") of the Bank, which together shall apply to and govern the use and provision of eMPF Services as provided by the Bank from time to time.

The provisions of these terms and conditions are in addition to those of the eMPF Services Agreement and General Conditions (as defined in the eMPF Services Agreement), where the General Conditions shall continue to apply in respect of the dealings, transactions and operation of the Accounts in general circumstances; provided that in the event of any inconsistencies among their provisions in relation to the eMPF Services, the provisions of these terms and conditions shall prevail over those of the eMPF Services Agreement and General Conditions whereas those of the eMPF Services Agreement shall, in turn, prevail over those of the General Conditions to the extent of such inconsistencies and for the purposes of the eMPF Services save as expressly provided to the contrary in these terms and conditions.

Expressions and terms used in these terms and conditions shall have the same meanings ascribed to them under the eMPF Services Agreement, Section I or Section VII of the Account Rules respectively unless otherwise defined or specified in these terms and conditions or the context requires.

1. Terms of Service

- 1.1 The eMPF Services made available by the Bank as provided in the eMPF Services Agreement comprise, among other things a browser-based system set up for the purpose of administering certain schemes within the meaning of the Mandatory Provident Fund Schemes Ordinance (Cap. 485, Laws of Hong Kong) ("MPF Ordinance") together with a built-in payroll services system. The eMPF Services are provided to you subject to the provisions of the **eMPF Services Agreement**, these terms and conditions, General Conditions and other rules and/or policies that may, from time to time, be issued at the sole discretion by the Bank (all such rules and/or policies as varied and/or supplemented together with these terms and conditions shall hereinafter be collectively referred to as "**Terms of Service**").
- 1.2 Each access to and use of the eMPF Services on or through this Internet Website (the "**Website**") is subject to the eMPF Services Agreement, General Conditions and the Terms of Service in force at the time of each such access or 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, at its sole discretion and with or without notice to you,
 - (a) modify any part or all of the Website, eMPF Services and/or any other services available to you thereunder; and

- (b) suspend or discontinue any part or all of the Website, eMPF Services and/or other services available to you thereunder.

2. Description of eMPF Services

- 2.1.1 The Bank shall provide an internet based service as part of the Internet Banking Services that permits you to administer Payroll instructions (if applicable) and MPF Contributions for the purpose of the MPF Ordinance; to maintain records of the employer and personal information and payroll records of the employees; to gain access to the Accounts for carrying out and administering MPF Contributions and Payroll transactions; to make enquiries; and to access or use other services related to the MPF Ordinance which the Bank may provide from time to time at its sole discretion through the use of internet (including electronic or other medium) subject to your compliance with the eMPF Services Agreement, General Conditions and the Terms of Service. You hereby authorise the Bank to release the Information, Files, Documents and Data in relation to your Payroll transactions (if applicable), MPF Contribution and/or Account(s); to upload, transmit, provide or otherwise make available to BCT and/or other trustee(s) of the Bank Consortium MPF Plan, Bank Consortium Industry Plan and/or other plans under the MPF Ordinance approved by the Bank at its sole discretion from time to time in which you have participated, and/or by any means as the Bank thinks fit. For the avoidance of doubt, the Bank is under no duty to verify or to provide advice on the MPF Contributions and/or Payroll transactions other than to comply with your Instructions subject to the terms and conditions of the eMPF Services Agreement, the Terms of Service and General Conditions as applicable; and you shall solely be responsible for ensuring your due compliance with the MPF Ordinance.
- 2.1.2 The Bank shall use its reasonable effort as practicable in the circumstances to update the relevant information in relation to the MPF Contribution and schemes under the MPF Ordinance regularly and in accordance with the requirements of the Mandatory Provident Fund Authority ("MPFA") or other competent authority as notified to the Bank by MPFA from time to time provided it remains your sole responsibility to keep yourself/yourselves updated or informed of such current information, and under no circumstances shall the Bank be liable for any error, delay or failure in making available or updating such information save and to extent caused by any negligence or fraud on its part.
- 2.2.1 Subject to the Bank's prior approval and your compliance with the Bank's prescribed conditions, the Bank may make available, via the Website and/or as part of the eMPF Services, at such time and in such manner as the Bank may decide at its sole discretion an autopay system for processing and administering Payroll Instructions with regard to respective bank accounts of your designated payees, either maintained with the Bank or branch in Hong Kong of other banks. You hereby authorise the Bank to (but the Bank is not obliged to) process debits to your designated account(s) with the Bank notwithstanding that to do so may result in an overdraft or an increase of the

overdraft on your account(s) provided that the Bank shall be entitled not to process such transactions or payments in the event that not sufficient cleared funds are maintained in your account at least one (1) Business Day (before the cut-off time designated by the Bank) prior to your specified payment date. You understand and agree that your designated accounts of the payees will be credited with the funds on payment date in case their respective accounts are maintained with the Bank or one (1) Business Day after payment date due to clearing arrangement in case their respective accounts are maintained with other banks.

- 2.2.2 You acknowledge and accept that the Payroll services will be processed mechanically and that the Bank will be under no obligation to verify the particulars comprised in your Instruction with reference to the Bank's records. You agree and confirm that a transfer to or from (as the case may be) an account with the same number as that given in your Instruction shall constitute good and complete compliance by the Bank with the Instruction.
- 2.3 The Bank may only execute the Instructions regarding Payrolls and MPF Contributions by way of debit(s) to your designated account(s) with the Bank pursuant to Instructions to the Bank from time to time via the Website and/or the eMPF Services system for credit(s) to third party's accounts or the account of BCT or other trustee(s), as the case may be, on a specified date as requested by you. You also authorise the Bank to debit your account for the charges incurred (if any) in processing such Instructions and any returned items.
- 2.4 The Bank may allow you, by utilising the eMPF Services, to generate and file annual tax returns in such formats as prescribed by the Inland Revenue Department or other competent government authorities provided prior written requests by you together with all relevant information have been given to the Bank and consent in writing has been obtained from the Inland Revenue Department or other competent government authorities. Notwithstanding any provision to the contrary under the Terms of Service, General Conditions or eMPF Services Agreement, you agree that the Bank is not liable for the validity, integrity or authenticity of such Information generated from the Website or by utilising any eMPF Services, and under no circumstances shall the Bank, its director, employee, agent or officer be liable in relation thereto save and to extent caused by any negligence or fraud on its/his part.
- 2.5 The Bank shall only upload and provide the relevant MPF Contribution Information to BCT or other trustee(s), as the case may be, after successfully debiting your designated accounts with the designated contribution amount in cleared funds. In the case of transactions to be settled by means of cheque or non-cash payment, the Bank will only process, upload and provide the relevant MPF Contribution Information after ensuring (a) its receipt of such payments in sufficient cleared funds from the Bank's internal Records at least one (1) Business Day (before the Bank's designated cut-off time) preceding to your specified payment date and (b) the account of BCT or other trustee(s) (as the case may be) is credited with such amount in cleared funds.

- 2.6 The Bank shall treat any Instruction received after the cut-off time/deadline (which you should check with the Bank for details) as designated by the Bank from time to time as if the same were received on the next following Business Day of the Bank. Any Instruction received by the Bank on a holiday shall be treated as received on the next Business Day of the Bank after such holiday. Instructions received will be processed as soon as reasonably practicable after actual receipt by the Bank but the Bank shall be entitled to reasonable time for processing the same and shall not be liable save and to extent caused by any negligence or fraud of the Bank.
- 2.7 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 eMPF 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, Internet Banking Services or the eMPF Services, or knowingly allow the use by any other of your Login Name, PIN or the said device by other person or in any unauthorised or unapproved manner.
- 2.8 The eMPF 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.
- 2.9 As to any issues regarding the eMPF Services that are not covered by the Terms of Service, you should refer to the eMPF Services Agreement, General Conditions, other relevant provisions prescribed by the Bank, or contact the Bank for clarification.
- 2.10 Without prejudice to the other rights of the Bank, you may cease using the eMPF Services with written notice of not less than thirty (30) days to the Bank provided that the Bank shall be entitled to terminate the eMPF Services to or for you immediately for example in the event of any material breach (as shall be conclusively determined by the Bank in good faith) of any provision of these terms and conditions on your part, closure of your designated Accounts for eMPF Services purpose with the Bank or termination of Bank Consortium MPF Plan, Bank Consortium Industry Plan or other relevant plan under the MPF Ordinance.

3. General

- 3.1 If any part of these Terms and Conditions 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 and Conditions will remain in full force and effect in accordance with their respective terms.
- 3.2 These Terms and Conditions are to be read and construed in conjunction with the provisions of the eMPF Services Agreement and General Conditions

provided that the General Conditions shall continue to apply in respect of the dealings and operation of the Accounts in general circumstances.

- 3.3 The Chinese version of these Terms and Conditions is for reference only and in the event and to the extent of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.
- 3.4 These Terms and Conditions 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.