

Notice of Amendments to the “Internet Banking Services Terms & Conditions”

Dear Customer(s),

With effect from 17 September 2018 (the “Effective Date”), please be informed that the Bank’s “Internet Banking Services Terms & Conditions” will be amended.

We summarize the amendments to the “Internet Banking Services Terms & Conditions” below. For your easy reference, we have underlined the newly added words and crossed out those deleted words in the amended clauses.

1. Delete Existing Section 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.~~

2. Add “Faster Payment System”

- 10.1 Please read the following terms and conditions (“these Terms and Conditions”) carefully and in details before using the Faster Payment System Services (“ Bank Services”) which shall be binding on you for your use of the Bank Services in relation to the Faster Payment System in addition and supplemental to the terms and conditions of the Bank’s Internet Banking Services, Account Rules (including “Supplemental Terms and Conditions for Internet Banking Services” under its Section VII, privacy policy and any other applicable terms and conditions in force from time to time. Words and expressions used in the Internet Banking Services Terms & Conditions and Account Rules shall have the same meanings when used in these Terms and Conditions unless the context otherwise requires. In the case of and to the extent of any conflict/ discrepancy of these Terms and Conditions with other terms and conditions referred to above, these Terms and Conditions shall prevail.

10.2 In these Terms and Conditions, "you" and "your" means each customer to whom the Bank provides the Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to the Bank in connection with the use of the Bank Services, and the term "yourself" shall be construed accordingly.

10.3 Fund Transfer Service

10.3.1 You will be able to perform fund transfer through the Bank Services. The information required for the Bank will include:

- Proxy ID registered at HKICL FPS of the relevant receiver / Receiving bank name and related bank account number; and
- The amount of money in Hong Kong dollar to be sent.

10.3.2 You are solely responsible for the completeness and accuracy of the information including the relevant particular and/ or amount of money to be sent to the receiver(s) as provided by you in the Bank Services. The Bank shall under no circumstances be liable for any liabilities, loss, damages or consequences if the information including that of the receiver(s), relevant particular and/ or amount of money to be sent which you provide via the Bank Services is incorrect, obsolete or incomplete.

10.3.3 Once you have provided the Bank with the said information, the Bank Services system shall show you such information again for your verification. You must check all such information with due care. In case of any doubt you must immediately terminate your instruction to perform fund transfer via the Bank Services.

10.3.4 Once the "Confirm" button displayed on screen is pressed you have conclusively confirmed that all your information input is correct and complete, and you have conclusively authorised and agreed to the Bank's debiting the designated money from the selected account under your name for performing fund transfer with your confirmation.

10.3.5 Upon completion of transaction, Internet Banking or Mobile Banking Services system shall instantly display the related transaction result. Besides, the Bank shall send an email, SMS or mobile notification to your latest registered email address or mobile phone number at the Bank's record to notify you the transaction result. You shall visit the local branch of the Bank to update the record timely before such number is changed.

10.3.6 Provided that the Bank has not been negligent, fraudulent or in wilful default and has acted in good faith and with commercially reasonable due diligence, any transaction effected by the Bank pursuant to or as a result of any instructions initiated via the Bank Services with your correct logon to Internet Banking or Mobile Banking channel shall be legally binding on you.

Fund Transfer via Mobile Banking

- 10.3.7 Subject to your designated Small Value Transfer Limit (“Small Value Transfer Limit”) with the Bank, the daily maximum Small Value Transfer Limit for the Bank Service via Mobile Banking (the “Limit”) is available at the Bank’s website : <http://www.chbank.com>. The Limit may be amended by the Bank at its sole discretion from time to time with prior notice (if practicable) to its customers at the Bank’s website. The relevant fund transfer instructions will not be executed via the Bank Services if the Limit is exceeded.
- 10.3.8 If you have not activated the setting of Small Value Transfer Limit, you request and authorise the Bank to send a SMS one-time password to your latest mobile phone number in the Bank’s record for identity authentication. The Bank shall immediately activate the setting for Small Value Fund Transfer Limit once your correct password has been inputted to gain access to the Bank Services. You shall visit the local branch of the Bank to update the record timely before such number is changed.

10.4 General

- 10.4.1 You agree to accept information sent by the Bank to your latest registered mobile phone number with the Bank and other communications channels which you have notified and accepted by the Bank. The information may include confirmation of a banking transaction, updating of transaction instruction / status and other information relating to the Bank Services provided by the Bank, its affiliates and/ or the communications companies. This communication may be sent in lieu of agreed communication by another means, for example, personal telephone calls. Any such information and/or communication sent by way of SMS shall be deemed to be a valid and effective notice to you. You will promptly notify the Bank of any change of your information on the Bank’s record including any change of your equipment or contact details. You authorise the Bank to provide the SMS, email, or mobile notification according to the latest information you provided to the Bank, until the Bank has received and accepted your notice of a change. Communications to you through the mentioned methods will be deemed as having been received by you when despatched by the Bank.

The amended “Internet Banking Services Terms & Conditions” will be binding on you with effect from the Effective Date unless you terminate the relevant Internet Banking Services account(s) with us on or before the Effective Date. If you continue to use any of the services under “Internet Banking Services Terms & Conditions” after the Effective Date, you will be deemed to have accepted the above amendments.

Please contact any of our branches or our Customer Services Hotline at 3768-6888 if you have any enquiries.

Yours sincerely,

Chong Hing Bank Limited

16 August 2018