

September 2019

Dear Customers,

**Customer Notice**

To provide better and more efficient banking services to customers, Bank of Communications Co., Ltd. Hong Kong Branch (“Bank”) has been regularly reviewing all its products and services, and necessary amendments will be made to the relevant terms and conditions. Please be informed of the following latest changes:

We are pleased to inform you that we will provide our new e-Cheque Issuance Services, Corporate FPS Collection Management Service and SWIFT GPI Services. The General Terms and Conditions for Banking Services and the Terms and Conditions for Corporate Internet Banking Services will be updated to include the new services as follows:

**1. Amendment of General Terms and Conditions for Banking Services**

With effect from 4 November 2019 (“effective date”), the General Terms and Conditions for Banking Services will be updated to include the e-Cheque Issuance Services. Corporate customers can apply for the new services at any of our branches and login to the Bank’s Corporate Internet Banking to issue e-Cheques. The relevant key changes are summarised as below:

Amendment	Clauses
Revision	Part B: Specific Terms and Conditions Schedule I Terms and Conditions for Accounts Clauses 23, 23.1, 23.2, 23.3, 23.4, 23.5

The revised clauses are as follows:

Part B: Specific Terms and Conditions
<p><b>23. e-Cheques Services</b></p> <p>23.1 <b>e-Cheques Services</b></p> <p>(a) The provisions in this Clause 23 apply to the Bank's services relating to e-Cheques. The provisions of the Agreement and the Relevant Terms and Conditions which apply to paper cheques or generally to Accounts and Services continue to apply to e-Cheques and the e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 23. The provisions of this Clause 23 prevail if there is any inconsistency between them and the provisions of the Agreement and the Relevant Terms and Conditions with respect to the e-Cheques Services.</p> <p>(b) For the purpose of the e-Cheques Services, the following terms have the following meanings:</p> <p>“Bills of Exchange Ordinance” means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.</p> <p>“Clearing House” means Hong Kong Interbank Clearing Limited and its successors and assigns.</p> <p>“Deposit Channel” means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.</p> <p><u>“e-certificate” means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.</u></p> <p>“e-Cheque” means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier' order (as the case may be) and may be issued in Hong Kong dollars, US dollars and Renminbi, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</p> <p>“e-Cheque Drop Box” or “e-Cheque Drop Box Service” means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</p> <p>“e-Cheque Drop Box Account” means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.</p> <p>“e-Cheque Drop Box Terms” means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.</p> <p><u>“e-Cheques Issuance Services” and “e-Cheques Deposit Services” mean the services offered by the Bank to Customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and “e-Cheques Services” means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.</u></p>

“Industry Rules and Procedures” means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

“Payee Bank” means the bank at which a Payee Bank Account is held.

“Payee Bank Account” means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

“Payer Bank” means the bank which digitally signed an e-Cheque created by its customer.

### 23.2 Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services at its discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue and deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 23.3 below.
- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels, in accordance with Clause 23.4 below.
- (d) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
  - (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
  - (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
  - (iii) any fees and charges payable by the Customer for the e-Cheques Services.

### 23.3 e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque
  - (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
  - (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the respective digital signatures of the Customer and the Bank in the sequence set by the Bank, except that the payer’s digital signature may not be required for an e-Cheque that is a cashier’s order.
  - (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
  - (iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on its behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.
- (b) e-certificate
  - (i) The Customer’s digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
  - (ii) The Customer’s digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.
  - (iii) If the Customer chooses to produce its digital signatures by a general purpose e-certificate, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 23.3(b)(i) above.
  - (iv) The Bank may provide services relating to the specific usage e-certificate at our discretion. The Bank’s services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer’s behalf. If the Bank provides such services and the Customer chooses to produce its digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:

- (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on its behalf as instructed by the Customer from time to time; and
- (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
- (v) In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
- (vi) An e-certificate is issued by the relevant certification authority. The Customer is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing its obligations under those terms and conditions.
- (c) Sending e-Cheques to payees
  - (i) Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for delivery to the payee itself. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
  - (ii) The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:
    - (1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
    - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
    - (3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
  - (iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Customer to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.
- (d) Waiver of presentment requirements  
Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 23.3(a)(i) above and Clauses 23.5(a) and 23.5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

#### 23.4 e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Deposit Channels.
- (b) e-Cheque Drop Box Service
  - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to its use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing its obligations under the e-Cheque Drop Box Terms.
  - (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).

- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but has no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but has no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
- (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(c) Deposit Channels

The Bank may provide Deposit Channels at its discretion. The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

23.5 Handling of e-Cheques, associated risks and the Bank's liabilities

(a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Restriction of the Bank's liability

Without reducing the effect of the provisions of the Agreement and the Relevant Terms and Conditions:

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using any Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
  - (2) the Customer's failure to comply with its obligations relating to the e-Cheques Services, including its obligation to safeguard against the issuance of e-Cheques by unauthorized persons;
  - (3) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
  - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (iii) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages;
- (iv) the Bank shall be entitled to dishonour and/or return the e-Cheque, without any liability on the Bank's part, if the Bank considered in its sole and absolute discretion that such e-Cheque is not complete, contains incorrect information or due to other reasons the Bank considers appropriate; and
- (v) the Bank reserves the absolute right to dishonour any e-Cheque bearing a date more than 6 months prior to the date on which the e-Cheque is presented. Notwithstanding the foregoing, the Customer bears full responsibility and liability for any such e-Cheque if paid and cleared by us.

- (c) The Customer's confirmation and indemnity
- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
  - (ii) Without reducing the effect of any indemnity given by the Customer under the Agreement and the Relevant Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of its officers, employees and agents and all actions or proceedings which may be brought by or against the Bank or any of its officers, employees and agents as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.
  - (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents.
  - (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

**2. Amendment of Terms and Conditions for Corporate Internet Banking Services**

- (i) With effect from 18 October 2019 ("effective date"), a new schedule 3 of Terms and Conditions for Corporate FPS Collection Management Service will be added for the Corporate FPS Collection Management Service. The new Corporate FPS Collection Management Service allows our corporate customers to upload details of their invoices to our system, which we will use to generate transaction results or records setting out details of incoming payments through the Faster Payment System (in settlement of such invoices) for our corporate customers' reference during a specified period. This service may be accessed at our Corporate Internet Banking channel (or such other channels as determined by us in the future).

The new schedule 3 is set out as follows:

**Schedule 3: Terms and Conditions for Corporate FPS Collection Management Service**

**1. Incorporation of the Terms and Conditions for FPS Services**

The Terms and Conditions for FPS Services shall be incorporated as an integral part of these Terms and Conditions, as if they are written in full herein.

In case of any inconsistency between these Terms and Conditions, the Terms and Conditions for FPS Services and any other terms and conditions imposed by the Bank on the Customer from time to time, these Terms and Conditions shall prevail in relation to the Corporate FPS Collection Management Service.

**2. Definitions and interpretation**

In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

"**Corporate FPS Collection Management Service**" has the meaning given to it in Clause 3 of these Terms and Conditions.

"**Invoice**" means a bill issued by the Customer to its payor setting out (without limitation) a list of the goods or services provided to such payor, a statement of the sum due and the invoice number.

"**Payment Collection**" means an incoming transfer or collection of payment from the Customer's payor(s) in settlement of one or more Invoices through the Faster Payment System.

"**Payment Collection Result**" means a transaction result or record generated by the Bank, setting out details of the Payment Collection(s) and the corresponding Invoice(s) during the relevant period.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Bank's Terms and Conditions for Corporate Internet Banking Services and the Terms and Conditions for FPS Services.

**3. Scope of the Corporate FPS Collection Management Service**

Subject to the terms as set out in these Terms and Conditions and the restrictions imposed by the Bank from time to time and in compliance with all applicable laws and regulations, the Bank may, at its discretion (through the Bank's Corporate Internet Banking Services or such other channel(s) as determined by the Bank from time to time):

- (a) allow the Customer to upload details of its Invoices to the Bank in the Bank's prescribed form; and
- (b) deliver or make available the Payment Collection Result to the Customer during such period as specified by the Bank from time to time,

(collectively, "**Corporate FPS Collection Management Service**").



Without limiting the generality of Clause 3.2 of the Bank's Terms and Conditions for Corporate Internet Banking Services, the Bank shall only provide the Corporate FPS Collection Management Service to the Customer if:

- (a) the details of the Invoices uploaded by the Customer are accurate and complete, in the Bank's prescribed form and uploaded in the manner prescribed by the Bank from time to time;
- (b) the details of the Invoices uploaded by the Customer relate to Invoices dated within the specific time period agreed and/or specified by the Bank;
- (c) the relevant Payment Collections are in currencies supported by the Faster Payment System; and
- (d) the relevant transaction(s) have been processed successfully through the Faster Payment System.

#### 4. Customer's acknowledgements

The Customer agrees and acknowledges that:

- (a) the Customer is duly authorised to upload details of the Invoices and the related information to the Bank;
- (b) the Customer authorises the Bank to receive details of the Invoices and the related information from the Customer;
- (c) the Customer is solely responsible for the verification of the accuracy of the Invoice(s) and (if applicable) its Proxy ID provided to its payor(s) for payment collection purposes, and the Bank shall have no responsibility whatsoever to investigate any errors or inaccuracies in such information;
- (d) the Bank will endeavour to provide or otherwise make accessible the Payment Collection Result as soon as reasonably practicable or within a time period as specified by the Bank from time to time after such information is uploaded or otherwise made available to the Bank;
- (e) all information provided in the Payment Collection Result or otherwise made accessible by the Bank to the Customer through the Corporate FPS Collection Management Service are compiled by the Bank based on the details of the Invoices uploaded by the Customer and other information received by third parties, and the Bank is under no obligation to verify the accuracy of such information;
- (f) the Payment Collection Result will only display Payment Collection(s) which have been made in such manner satisfactory to the Bank;
- (g) the Customer shall be responsible for the proper use, safe custody and security of the Payment Collection Result;
- (h) the provision of the Corporate FPS Collection Management Service by the Bank to the Customer does not create any relationship between the Bank and the Customer's payor(s);
- (i) the provision of the Corporate FPS Collection Management Service by the Bank to the Customer through electronic means (such as the Bank's Corporate Internet Banking Services) is subject to delay, interruption or breakdown;
- (j) the Bank reserves the right to, at any time or whenever it deems necessary, impose fees and charges for the Corporate FPS Collection Management Service;
- (k) the Corporate FPS Collection Management Service is an enquiry-based service provided by the Bank at its discretion, and is separate from any funds transfer or other services provided by the Bank;
- (l) the Customer shall not use the Corporate FPS Collection Management Service to compose or upload, or otherwise make available any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or hurt the functionality of any computer software or hardware or telecommunications equipment; and
- (m) the Customer shall not use the Corporate FPS Collection Management Service to upload or store personal data about other persons, or otherwise make available any content that the Customer does not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information).

#### 5. Liability of the Bank

- (a) Unless caused by the Bank's negligence or wilful misconduct and to the fullest extent permitted by applicable laws, the Bank is not liable for:
  - (i) the accuracy or completeness of any information contained in the Payment Collection Result provided by the Bank to the Customer through the Corporate FPS Collection Management Service, which is compiled from the details of the Invoices uploaded by the Customer and/or other information received from third parties;
  - (ii) any action or inaction of the Customer's payor(s);
  - (iii) any delay, interruption, suspension, interception, loss or other errors in transmitting any instructions or information relating to the Bank's provision of the Corporate FPS Collection Management Service which are beyond the reasonable control of the Bank, including but not limited to any failure of communication network, system failure, any act or omission by a third party supplier, breakdown of equipment, any government order, the existence of virus or other destructive or disruptive features which may adversely affect the communication network;
  - (iv) any disclosure or leakage of information provided under the Corporate FPS Collection Management Service from or by any device, equipment, telecommunications company, intermediary through which the instruction or information is transmitted between the Bank and the Customer;
  - (v) any disclosure or unauthorized use of confidential information if the Customer has not complied with any items as stipulated in these Terms and Conditions as well as any other security guidelines or recommendation as may be issued by the Bank from time to time; and

- (vi) any other acts or circumstances beyond the reasonable control of the Bank.
- (b) The Bank shall in no circumstances be liable to the Customer for any indirect, special, consequential or other loss or damage, unless such loss or damage is directly and solely caused by the Bank's gross negligence or wilful misconduct.
- 6. Indemnity**
- (a) The Customer agrees to indemnify the Bank, its employees or officers and to keep the Bank, its employees or officers indemnified against any claims, actions, proceedings, losses, damages or expenses whatsoever and howsoever caused, brought against the Bank, its employees or officers, except for any direct loss or damages caused by the negligence or wilful misconduct on the part of the Bank, its employees or officers, in relation to the provision of the Corporate FPS Collection Management Service.
- (b) Without limiting the generality of paragraph (a), the Customer shall indemnify the Bank on demand against any claim, liability, loss or cost arising from any breach by the Customer incurred by the Bank in the exercise or enforcement of the Bank's rights, including in recovering sums from the Customer or in obtaining any advice considered necessary by the Bank.

- (ii) With effect from 18 October 2019 ("effective date"), a new schedule 4 of Terms and Conditions for SWIFT GPI Services will be added for the SWIFT GPI Services. The new SWIFT GPI Services allows our corporate customers to track the real-time status of its outgoing remittance payments using a SWIFT GPI reference (which operates like a unique tracking number that is assigned to a particular remittance payment). This service may be accessed at our Corporate Internet Banking channel (or such other channels as determined by us in the future).

The new schedule 4 is set out as follows:

Schedule 4: Terms and Conditions for SWIFT GPI Service	
<b>1. Application</b>	<p>These Terms and Conditions for SWIFT GPI Services shall be incorporated as an integral part of the "Terms and Conditions for Corporate Internet Banking Services" as if they are written in full herein.</p> <p>In case of any inconsistency between these Terms and Conditions for SWIFT GPI Services and other terms and conditions, these Terms and Conditions for SWIFT GPI Services shall prevail in relation to the SWIFT GPI Services.</p>
<b>2. Definitions and Interpretation</b>	<p>Unless otherwise defined herein, terms used in these Terms and Conditions shall have the meanings given to them in the Bank's "Terms and Conditions for Corporate Internet Banking Services".</p> <p>In these Terms and Conditions, the following terms have the following meanings:</p> <p>(a) "<b>SWIFT</b>" means Society for Worldwide Interbank Financial Telecommunication, Société Coopérative à Responsabilité Limitée, a Belgian limited liability co-operative society.</p> <p>(b) "<b>SWIFT GPI Services</b>" means the Bank's SWIFT GPI Services as defined in Clause 3.</p> <p>(c) "<b>SWIFT Tracker Database</b>" means the database hosted and maintained by SWIFT which provides information on the status of payment transactions.</p> <p>(d) "<b>Third Party Bank</b>" means any banking establishment other than the Bank (whether established in Hong Kong or other jurisdictions).</p>
<b>3. Scope of the SWIFT GPI Services</b>	<p>Subject to the terms as set out in these Terms and Conditions and in compliance with all applicable laws and regulations, the Bank may provide or otherwise make accessible to the Customer information through the Bank's Corporate Internet Banking Services or such other channel(s) as determined by the Bank from time to time which enables the Customer to track the status of its payments, subject to such limitations and restrictions as determined by the Bank from time to time ("<b>SWIFT GPI Services</b>").</p>
<b>4. Customer's acknowledgements</b>	<p>The Customer agrees and acknowledges that:</p> <p>(a) the Bank is duly authorised to upload information relating to the Customer's payments to the SWIFT Tracker Database (which may be accessible by Third Party Banks);</p> <p>(b) the Bank is duly authorised to receive information relating to the Customer's payments from the SWIFT Tracker Database (which includes information and data uploaded by Third Party Banks);</p> <p>(c) all information provided or otherwise made accessible by the Bank to the Customer through the SWIFT GPI Services (including any information obtained from the SWIFT Tracker Database) are provided on an "as is" basis and the Bank is under no obligation to verify the accuracy of such information;</p> <p>(d) the Bank will endeavour to provide or otherwise make accessible the available information relating to the Customer's payments as soon as reasonably practicable or within a time period as determined by the Bank in its absolute discretion from time to time after such information is uploaded or otherwise available on the SWIFT Tracker Database;</p>

- (e) the Customer is solely responsible for checking the accuracy of any information relating to the Customer's payments provided or otherwise made accessible by the Bank to the Customer through the SWIFT GPI Services and the Bank has no responsibility whatsoever to investigate any errors or inaccuracies in such information;
- (f) the provision of the SWIFT GPI Services by the Bank to the Customer does not create any relationship between the Bank and any Third Party Bank; and
- (g) the provision of the SWIFT GPI Services by the Bank to the Customer through electronic means (such as the Bank's Corporate Internet Banking Services) is subject to delay, interruption or breakdown.

**5. Limitation of liability and indemnity**

- (a) Unless caused by the Bank's negligence or wilful misconduct and to the fullest extent permitted by applicable laws, the Bank is not liable for:
  - (i) the accuracy or completeness of any information provided or otherwise made accessible by the Bank to the Customer through the SWIFT GPI Services;
  - (ii) any action or inaction of SWIFT or any Third Party Bank;
  - (iii) any delay, interruption, suspension, interception, loss or other errors in transmitting any information relating to the Bank's provision of the SWIFT GPI Services which are beyond the reasonable control of the Bank, including but not limited to any failure of communication network, system failure, any act or omission by a third party supplier, breakdown of equipment, any government order, the existence of virus or other destructive or disruptive features which may adversely affect the communication network;
  - (iv) any disclosure or leakage of information provided under the SWIFT GPI Services from or by any device, equipment, telecommunications company, intermediary through which the information is transmitted between the Bank and the Customer; and
  - (v) any other acts or circumstances beyond the reasonable control of the Bank.
- (b) The Bank shall in no circumstances be liable to the Customer for any indirect, special, consequential or other loss or damage.

**6. Indemnity**

- (a) The Customer agrees to indemnify the Bank, its employees or officers and to keep the Bank, its employees or officers indemnified against any claims, actions, proceedings, losses, damages or expenses whatsoever and howsoever caused, brought against the Bank, its employees or officers, except for any direct loss or damages caused by the negligence or wilful misconduct on the part of the Bank, its employees or officers, in relation to the provision of the SWIFT GPI Services or these Terms and Conditions.
- (b) Without limiting the generality of Clause 5(b)(i), the Customer shall indemnify the Bank on demand against any claim, liability, loss or cost arising from any breach by the Customer incurred by the Bank in the exercise or enforcement of the Bank's rights, including in recovering sums from the Customer or in obtaining any advice considered necessary by the Bank.

- (iii) With effect from 18 October 2019 ("effective date"), 1. Terms and Conditions for MPF Services, in the Schedule will be renamed as Schedule 1 of Terms and Conditions for MPF Services and 2. Terms and Conditions for Autopay-In/ Autopay-Out/Payroll Service, in the Schedule will be renamed as Schedule 2 of Terms and Conditions for Autopay-In/ Autopay-Out/Payroll Service.

You may obtain copies of the the abovementioned terms and conditions at any of our branches free of charge or by visiting our website at [www.bankcomm.com.hk](http://www.bankcomm.com.hk) from "effective date" onward.

Thank you for your support over the years and we will continue to provide you quality services. Maintaining the account(s) and/or continuing to use the service(s) after the effective date of the above amendments will be regarded as your acceptance of the above arrangements. If you do not wish to accept the above amendments, you have the right to terminate your account(s) in accordance with the relevant clauses under the existing terms and conditions before the relevant effective date.

Should you have any queries, please contact any of our branch networks or call our Customer Services Hotline at 398 95559 during office hours.

Yours faithfully,

**Bank of Communications Co., Ltd. Hong Kong Branch**  
**(A joint stock company incorporated in the People's Republic of China with limited liability)**

(This is a computer print-out letter that requires no signature)