

9 June 2010

Dear Customers,

### Customer Notice

## AMENDMENT OF GENERAL TERMS AND CONDITIONS FOR BANKING SERVICES ("TERMS AND CONDITIONS")

To provide better and more efficient banking services to our customers, Bank of Communications Co., Ltd. Hong Kong Branch ("**Bank**") has been keeping all products and services under regular review.

With effect from 28 June 2010, Schedule II to Part B to the Terms and Conditions will be amended as follows:

### 2. Definitions and Interpretation

The definition and interpretation of the "**Card**" will be amended as follows:

"**Card**" means any card (including co-brand card) issued by the Bank to the Customer at the request of the Customer for use in connection with the ATM Services."

With effect from 9 July 2010, Schedule III to Part B to the Terms and Conditions will be amended as follows:

### 2. Definitions and Interpretation

The following provisions will be added to Schedule III:

"**Company**" means Bank of Communications Trustee Limited.

"**MPF**" means the Mandatory Provident Fund Scheme.

"**MPF Services**" means the products and services provided by the Company under the Mandatory Provident Fund Scheme.

### 17. E-consolidated Statements and E-Notice Services

The following provision will be amended as follows:

17.1 The e-consolidated statements service ("E-consolidated Statement Service") is a service provided by the Bank under Internet Banking whereby all consolidated statements ("e-statements") from time to time issued by the Bank to the Customer in respect of all or any of the Accounts for which consolidated statements will be issued by the Bank ("E-consolidated Statement Accounts") can be viewed on the Bank's website, downloaded and/or printed out by an Authorized User. The Customer acknowledges and agrees that once application for the E-consolidated Statement Service is accepted by the Bank, no physical copies of consolidated statements in respect of the E-consolidated Statement Accounts will be issued and sent by the Bank to the Consolidated Statement Address unless the Customer chooses to continue to receive physical copies or applies at any branch/sub-branch/office of the Bank or through such other means as designated by the Bank for discontinuance of the E-consolidated Statement Service and resumption of issue by the Bank of physical copy of consolidated statements.

17.2 The e-notice service ("E-notice Service") is a service provided by the Bank under Internet Banking whereby all notices (other than reminder notices referred to in Clause 17.5 below), advices, statements (other than consolidated statements), confirmations or other communication ("e-notices") from time to time issued by the Bank to the Customer in respect of all or any of the Accounts as may from time to time be designated by the Customer in respect of the E-notice Service ("E-notice Accounts") can be viewed on the Bank's website, downloaded and/or printed out by an Authorized User. The Customer acknowledges and agrees that once application for the E-notice Service is accepted by the Bank, no physical copies of such notices, advices, statements, confirmations or other communication in respect of the E-notice Accounts will be issued and sent by the Bank to the Correspondence Address or the Account Address (as the case may be) unless the Customer

chooses to continue to receive physical copies or applies at any branch/sub-branch/office of the Bank or through such other means as designated by the Bank for discontinuance of the E-notice Service and resumption of issue by the Bank of physical copy of such notices, advices, statements, confirmations or other communication.

- 17.4 An e-statement or e-notice will only be available for checking through the E-consolidated Statement Service and the E-notice Service for 12 calendar months or such other period as the Bank may consider appropriate after being posted on the relevant webpage. Thereafter, it will be deleted by the Bank and physical copy will only be provided upon application at any branch/sub-branch/office of the Bank or through such other means as designated by the Bank and payment of a fee.

The following new clauses 20 and 21 will be added:

**20. MPF Information**

- 20.1 The Company shall update the MPF information regularly but shall not be liable for any consequences as a result of any delay in making available the current information. MPF information available from the MPF Services shall be for reference only and is not binding. The Company's records of MPF information shall be conclusive.
- 20.2 The MPF Services are provided by the Company; the Bank is only providing a platform for the Customer to check the MPF information through Internet Banking. The Bank is not responsible for any claims or disputes arising from such MPF information; the Bank will however handle the Customer's complaint in accordance with applicable regulatory guideline. Please also refer to the Company's Notice to Clients relating to the Personal Data (Privacy) Ordinance.
- 20.3 The MPF Services offered by the Company are only offered in jurisdictions where and when they may be lawfully offered by the Company and the related materials are not intended for use by the Customer located in or resident in jurisdictions which restrict the distribution of such materials by the Bank and/or the Company. The Customer is required to observe any relevant restrictions.
- 20.4 The information about MPF Services is not intended to provide professional advice and should not be relied upon in that regard. The Customer is advised to obtain appropriate professional advice where necessary.
- 20.5 Any information, products or services supplied in relation to MPF Services may be withdrawn or amended at any time without advance notice at the Bank's and/or the Company's absolute discretion. Anyone's eligibility for particular information, products and services is subject to the Company's final determination and absolute discretion.
- 20.6 All materials published on the Bank's web site in relation to the provision of MPF Services are mere advertisements or invitations to treat and should in no circumstances constitute an open offer on the Company's or the Bank's part to any one in any part of the world. In addition, the Customer's access to materials and MPF information may be denied at any time without prior notice or any obligation to provide reasons.

**21. Miscellaneous**

The Company's General Terms and Conditions for MPF Services and the Bank's Important Notice available in the Bank's Internet Banking website shall also apply. In case of inconsistency, these terms and conditions shall prevail.

The updated version of the Terms and Conditions will be available in due course at any of our branch/sub-branches free of charge. They may also be viewed on our website [www.bankcomm.com.hk](http://www.bankcomm.com.hk). Please read the updated version of the Terms and Conditions for their full provisions. For enquiry, please call our Customer Services Hotline at 22 699 699.

Yours faithfully,  
Bank of Communications Co., Ltd.  
Hong Kong Branch