

**Bank of Communications Co., Ltd. Hong Kong Branch (the "Bank")**

**Terms and Conditions for Corporate Internet Banking Services**

**1. Incorporation of the Common Terms**

- 1.1 The Common Terms and Conditions set out in Part A of the Bank's "General Terms and Conditions for Banking Services" (the "**Common Terms**") shall be incorporated as an integral part of these terms and conditions, as if the Common Terms are written in full herein. In case of conflict between the Common Terms and these terms and conditions, these terms and conditions shall prevail.
- 1.2 Unless the context otherwise requires, capitalized terms defined in the Common Terms shall have the same meanings when used herein.
- 1.3 The term "**these terms and conditions**" whenever used hereunder shall mean the terms and conditions expressly set out herein including without limitation in the Schedule hereto together with the Common Terms which are incorporated herein as aforesaid.
- 1.4 These terms and conditions shall apply to and regulate the use of banking services through Internet by the Customer in respect of the Accounts which have been registered for Corporate Internet Banking Services, or for effecting Transactions with the Bank.

**2. Definitions and Interpretation**

- 2.1 In these terms and conditions, unless the context otherwise requires:

"**Agreed Signing Arrangement**" means the signing arrangement of a particular set of Authorized Signatory(ies) stipulated by the Customer and accepted by the Bank for or in connection with the operation of the Settlement Account, subject to such changes as may be agreed by the Bank from time to time.

"**Authorized User**" means a Primary User and/or Secondary User.

"**Corporate Internet Banking Services**" means the Internet banking services provided by the Bank to the Customer whereby the Customer may carry out banking transactions with or obtain banking services from the Bank by giving Instructions to the Bank.

"**Corporate Internet Banking Number**" means the identification or customer number assigned by the Bank to the Customer for the purposes of Corporate Internet Banking Services.

"**Customer**" means the appointed entities and includes where the context permits each of the Customer's Related Entities, bodies and individuals who have been accepted by the Bank to use Corporate Internet Banking Services on behalf of the Main Customer.

"**Device**" means any device (including but not limited to the Security Device or any encrypted software or any computer or data processing program or software) that may be provided (but the Bank is not obliged to provide) to or otherwise obtained by the Customer for accessing Corporate Internet Banking Services.

"**Device PIN**" means the password for activating the Security Device.

"**Electronic Input**" means any electronic signal which is given to the Bank by the use of computer terminals or other equipment as the Bank may from time to time require or specify and which are received and recognisable by the computer or other systems of the Bank.

"**Entity**" means an entity or business structure (including but not limited to a limited company, sole proprietorship, partnership, incorporated entity, society, club, association or a government/public sector body).

"**Instruction**" means any instruction given to the Bank by way of Electronic Input after the Customer or an Authorized User has complied with the requirements or procedures set out in Clause 7.1 of these terms and conditions.

**"Log-in Name"** means a name or alias selected by an Authorized User to be used in place of a User ID.

**"Main Customer"** means the appointed entities in a group of Related Entities that is designated as the Main Customer by the Bank.

**"Multiple Management Control"** means the type of management control of Corporate Internet Banking Services selected by the Customer where an Instruction, after being inputted by an Authorized User, needs to be approved by one or more Authorized User(s) (other than the first-mentioned Authorized User) and duly verified with the use of an encrypted software or password before such Instruction may be treated as given by the Customer.

**"Primary User"** means a person designated by the Customer and approved by the Bank to access Corporate Internet Banking Services on behalf of the Customer. A Primary User may be an Administrator who shall have authority to approve and change such functions or settings for Corporate Internet Banking Services as permitted by the Bank from time to time, or a manager ("**Manager**") who shall have the authority of an administrator ("**Administrator**") and also to carry out Transactions. References to a Primary User, where the context permits, in the case of Single Management Control, refer to that Primary User, and, in the case of Multiple Management Control, to any two or more Primary Users acting together.

**"Related Entities"** means an Entity that, in the opinion of each of the Bank and the Customer (acting reasonably), is a related to the Customer.

**"Secondary User"** means a person (other than a Primary User) approved by the Bank and authorized by the Customer or a Primary User to access Corporate Internet Banking Services on behalf of the Customer. A Secondary User may only carry out Transactions.

**"Security Code"** means a one-time password generated by the Security Device for use by a Customer for Two-Factor Authentication.

**"Security Device"** means an electronic device designated by the Bank for use by the Customer to generate the Security Code. "**Settlement Account**" means any Account(s) for the time being described as such and particularized in the Agreement or such other document as acceptable to the Bank for the purposes of Corporate Internet Banking Services.

**"Single Management Control"** means the type of management control of Corporate Internet Banking Services selected by the Customer where a single Authorized User may with the use of an encrypted software or password give Instructions on behalf of the Customer.

**"SMS"** means any form of short text message sent to a mobile telephone or similar device.

**"Transaction"** means any transaction which the Bank may from time to time in its absolute discretion designate as being accessible to the Customer by means of Corporate Internet Banking Services.

**"Two-Factor Authentication"** means the combination of two different factors for the purpose of verifying the Customer's identity.

**"User ID"** means the identification number of an Authorized User assigned by the Bank to that Authorized User for the purpose of carrying out Transactions with the Bank via Corporate Internet Banking Services. The User ID of a Secondary User may be created by a Primary User or by the Bank.

**"User Identification"** means a Corporate Internet Banking Number and a User ID or Log-in Name.

**"User Password"** means the personal identification number of each Authorized User randomly generated by the Bank's systems for first-time access and thereafter as selected from time to time by the Authorized User in such manner as required by the Bank, or as re-set by a Primary User for a Secondary User if agreed by the Bank or on instructions by the Authorized Signatory(ies) to the Bank, for the purposes of carrying out Transactions with the Bank via Corporate Internet Banking Services.

### **3. Scope of Corporate Internet Banking Services**

- 3.1 The Bank may from time to time and at any time designate or re-designate the Transactions which are accessible by Corporate Internet Banking Services.
- 3.2 The Bank may, at any time in its absolute discretion without prior notice and without giving any reason, refuse to execute any Instruction or withdraw any types of Transactions from being accessible by Corporate Internet Banking Services and cancel or suspend Corporate Internet Banking Services or any part thereof.
- 3.3 The Bank may at any time in its absolute discretion accept Instructions from the Customer to act as the agent of the Customer to effect transactions on behalf of the Customer with a third party. The only duty of the Bank is to transmit such Instructions to the third party and once such Instructions are given to the third party, the Bank shall be deemed to have fully discharged its duty to the Customer. The Bank shall not in any way be liable or responsible, whether in contract or in tort, at law or in equity, for the act, default, omission, failure, non-performance, delay, fraud or negligence of the third party (including but not limited to any failure or delay of the third party in executing the Instructions given on behalf of the Customer). The Customer acknowledges and confirms that such transaction effected by the Bank as his agent with the third party is subject to the terms and conditions applicable to that specific transaction and for the purpose of effecting such transaction with the third party the Bank is authorized to disclose any information relating to the Customer to the third party.
- 3.4 The Customer acknowledges that Corporate Internet Banking Services are a service provided by the Bank and in the event of Corporate Internet Banking Services or the media through which Instructions may be given to the Bank being suspended or cancelled for whatever reason, the Customer shall have no claim whatsoever against the Bank and shall use other available means to effect the required Transactions.
- 3.5 The Customer will comply with the Bank's rules for Corporate Internet Banking Services including user's reference or manual or any document published or amended by the Bank from time to time (whether in a paper or electronic form).
- 3.6 (a) The Customer may terminate the use of Corporate Internet Banking Services at any time by at least 30 days' notice to the Bank, subject to the Bank's requirements including payment of fees.
- (b) The Bank may at any time, by notice to the Customer and without giving any reason, terminate the provision of Corporate Internet Banking Services or de-link any accounts so that such accounts will cease to be accessible through Corporate Internet Banking Services. The notice may, if necessary, take effect immediately.
- (c) Termination of the use or provision of Corporate Internet Banking Services will not affect accrued rights or subsisting Transactions. The Bank remains authorized to settle any outstanding Transactions.
- (d) Clauses [12, 15 and 16.1] of these terms and conditions will survive termination.

### **4. Terms & Conditions for Specific Transaction**

- 4.1 In addition to these terms and conditions, the Bank's terms and conditions that govern the relevant type of Transaction or service (as amended by the Bank from time to time) shall also apply to each Transaction or service and the Customer shall observe and is bound by the same. Some of such terms and conditions are set out in the Schedule hereto.
- 4.2 In case of any conflict between the terms and conditions that govern the relevant type of Transaction and these terms and conditions:
- (a) where the relevant specific terms and conditions for the Transaction provide for the priority between these terms and conditions and the relevant specific terms and conditions, such priority should be given effect to determine the question of which terms and conditions shall prevail; and

- (b) where the relevant specific terms and conditions for the Transaction do not provide for the priority between these terms and conditions and the relevant specific terms and conditions, these terms and conditions shall prevail.

4.3 Notwithstanding any signing arrangement at any time in force for effecting transactions other than through Corporate Internet Banking Services and notwithstanding any change of Settlement Account or the Agreed Signing Arrangement, all documents and communications in relation to Corporate Internet Banking Services and transactions effected by Corporate Internet Banking Services shall be valid and effective if signed or made in accordance with the Agreed Signing Arrangement (or by the use of the Security Code User Identification and User Password and encryption software or password) for the time being applicable to Corporate Internet Banking Services.

## **5. Authorized Signatory(ies)**

5.1 The Agreed Signing Arrangement of the Settlement Account shall apply for the purposes of Corporate Internet Banking Services. In addition and without prejudice to Clause 4 of the Common Terms, the Authorized Signatory(ies) of the Customer in respect of Corporate Internet Banking Services shall have the following powers and authorities (to be exercised by such Authorized Signatory(ies) in accordance with the relevant Agreed Signing Arrangement, and all references to the Authorized Signatory(ies) shall be construed as referring to the Authorized Signatory(ies) acting in accordance with the relevant Agreed Signing Arrangement) and the Bank shall be entitled to act thereon accordingly:

- (a) upon the loss or malfunctioning of the Device or loss of any User Password, (i) to give and sign any form or request prescribed by the Bank to apply for replacement Device (where the lost Device was provided by the Bank) or issuance or re-selection of a new User Password, (ii) to give and sign any acknowledgement of receipt for such replacement Device or new User Password, and (iii) to designate any one Authorized User to re-select a new User Password. For the avoidance of doubt, nothing contained in this provision shall affect the Bank's discretion to determine whether to provide a replacement Device or a new User Password; and
- (b) to instruct the Bank in writing to remove or add Primary Users and amend limits and functions or settings for Corporate Internet Banking Services (and the Authorized Signatory(ies) of the Main Customer may make such changes for a Related Entity, to the extent that the Main Customer is authorised to operate the accounts of the Related Entity ); and
- (c) to instruct the Bank in writing to cancel use of Corporate Internet Banking Services.

5.2 Unless otherwise agreed between the Bank and the Customer in writing, if the Agreed Signing Arrangement consists of more than one level of authorization, only those Authorized Signatories having the highest level of authorization shall be entitled to exercise the powers under Sub-clause 5.1(a) above.

## **6. Use of Corporate Internet Banking Services and Authorized User(s)**

6.1 The Customer shall *at his own cost and expense* obtain and maintain suitable equipment and connections to obtain access to Corporate Internet Banking Services.

6.2 The Customer may appoint Primary Users (subject to a maximum number from time to time prescribed by the Bank). Unless otherwise agreed between the Bank and the Customer in writing, a Primary User shall have the powers expressly given to Primary User in these terms and conditions, subject to the limits assigned by the Customer. The Customer may disclose the Corporate Internet Banking Number to the Primary Users and Secondary Users and may allow the Primary Users and Secondary Users to use the Security Device for the purposes of enabling them to access Corporate Internet Banking Services, subject to these terms and conditions.

6.3 The Customer shall complete the activation process for Corporate Internet Banking Services within a prescribed period. The Customer must follow the directions and procedures specified by the Bank for activating Corporate Internet Banking Services, failing which the Customer or an Authorized User may not be able to access Corporate Internet Banking Services. Where the Customer authorizes the Bank in the required form to complete the activation process, the Bank takes no responsibility whatsoever if it acts in accordance with the information in the Customer's authorization and the Bank shall be entitled to refuse to act if there is in the Bank's opinion any ambiguity in the Customer's authorization.

6.4 Where the Customer gives Instructions to the Bank involving payments between different accounts, the Bank may act on the account numbers given by the Customer and shall not be under any duty to verify whether any account number so given corresponds to the name of the intended account holder.

## **7. Giving and Cancellation of Instructions**

7.1 All Instructions shall be given in the following manner:

- (a) only by such means of telecommunications and in such manner as the Bank may from time to time designate for the purposes of Corporate Internet Banking Services;
- (b) by use of suitable computer terminal, machine or other equipment to obtain access to Corporate Internet Banking Services;
- (c) at the request of the Bank (such request may be given electronically and shall be so construed in this Clause 7.1, except in paragraph (g) of Clause 7.1), the Customer or an Authorized User shall input by Electronic Input with the use of a encryption software or password approved by the Bank:
  - (i) the Corporate Internet Banking Number;
  - (ii) the User ID or Log-in Name;
  - (iii) the User Password; and
  - (iv) the Security Code;
- (d) at the request of the Bank, the Authorized User shall select the Transaction to be effected and shall input the information and details requested by the Bank;
- (e) for particular Transactions specified by the Bank from time to time, the Customer or the Authorized User shall at the request of the Bank confirm the identity of the Authorized User by such means as requested by the Bank, including but not limited to the use of the Security Code or an encrypted software or password as acceptable to the Bank from time to time;
- (f) where the Customer has chosen Multiple Management Control, an Instruction shall be considered pending and shall not be considered given unless it is given by an Authorized User of an authority level or such number of Authorized User(s) of such authority level(s) as required for the Transaction and whose identity(ies) is (are) confirmed by such means as the use of the Security Code or an encrypted software or password as aforesaid. The number of Authorized User(s), the authority level(s) of Authorized User(s) and the authority level required for a particular Transaction may be designated by the Customer or by a Primary User and
- (g) in writing by the Authorized Signatory(ies) for the purposes of clause 5.1.

7.2 Subject to the Bank's right not to accept any Instruction and subject to Clause 7.3, all Instructions once given shall be irrevocable and conclusively binding on the Customer irrespective of whether or not such Instructions are given by the Customer or by the Authorized Signatory(ies) or by an Authorized User or by any other person on its behalf, whether authorized or unauthorized and within or outside the authority of the Authorized Signatory(ies) or the Authorized User. The Customer or the Authorized Signatory(ies) or a Primary User may remove or amend the scope of authority of an Authorized User, subject to acceptance by the Bank (notification of such acceptance may be verbal, or by posting on the Bank's website). An Authorized User is not removed simply by a notification to the Bank that the Authorized User has ceased to be employed by or related to the Customer.

7.3 The Customer may request the Bank to cancel any Instruction before the Instruction is executed or acted upon in the manner accepted by the Bank. The Bank shall in no event be liable for not cancelling any Instruction after the Instruction is or is about to be executed or if for any reason the Bank is unable to comply with the Customer's request.

- 7.4 Notwithstanding any signing arrangement at any time in force for effecting transactions other than through Corporate Internet Banking Services and notwithstanding the Agreed Signing Arrangement, the Bank is authorized to execute Instructions given by the use of the Security Code or an encryption software or password approved by the Bank, the User Identification and User Password in accordance with the Single Management Control or, as the case may be, Multiple Management Control selected by the Customer and all Transactions effected thereby shall be binding on the Customer.
- 7.5 For the purposes of Corporate Internet Banking Services, an Authorized User is identified solely by the relevant User Identification and User Password and, where required, the use of the Security Code or an encrypted software or password, and all references to an Authorized User in these terms and conditions shall, where the context permits, refer to Instructions and/or communications given to the Bank by the use of the relevant User Identification and User Password and, where required by the Bank, the use of the Security Code or an encrypted software or password.
- 7.6 Subject to agreement by the Bank, a Manager and a Secondary User shall, subject to applicable limits, have full authority on behalf of the Customer to give any Instructions relating to any matter whatsoever concerning or arising from any account or service accessible under Corporate Internet Banking Services.
- 7.7 A Primary User may not be added or removed and the applicable limits may not be increased otherwise than by the Customer or the Authorized Signatory(ies) at the counter of the Bank or in the manner accepted by the Bank.
- 7.8 Subject to agreement by the Bank, the Main Customer may designate, or the Authorized Signatory(ies) or a Primary User shall have full authority on behalf of the Main Customer to give Instructions to designate, any Account with the Bank under the name of the Main Customer or subject to authorization by the Main Customer, under the name of a Related Entity of the Main Customer, as an account to be accessed through Corporate Internet Banking Services. The Main Customer acknowledges that once an account is so designated, in addition to the specific terms and conditions governing that account, these terms and conditions shall also apply.
- 7.9 The Customer or subject to agreement by the Bank, the Authorized Signatory(ies) or a Primary User shall have full authority on behalf of the Customer to give Instructions to open new accounts and enter into Transactions. (a) The Authorized Signatory(ies) and the Agreed Signing Arrangement of the new account shall be the same as those for the Account designated by the Customer. (b) (In the case of a new account) save as otherwise expressly stated by the Bank, the operation of the new account shall also be governed by the terms and conditions set out in Schedule I of Part B to the Common Terms. (c) The new account shall be deemed to have been designated by the Customer as accessible under Corporate Internet Banking Services and be subject to these terms and conditions. The Customer acknowledges that the Bank may subsequently reject such application and, if necessary, reverse all account entries accordingly notwithstanding the same has been accepted by the Bank's systems.

## **8. Related Entities**

- 8.1 Subject to agreement by the Bank and the Related Entity, the Main Customer may authorize, or those Authorized Signatories of the Main Customer having the highest level of authorization shall have full authority on behalf of the Main Customer to give Instructions to authorize, a Related Entity of the Main Customer to operate the Main Customer's accounts, or for the Main Customer to operate the Related Entity's accounts, through Corporate Internet Banking Services. Once so authorized, any Instruction from a Related Entity binds the Main Customer as if emanated from the Main Customer (and vice versa).
- 8.2 The Main Customer may cancel the authorization to or from a Related Entity by following the procedures required by the Bank.
- 8.3 The Bank may execute Instructions which have been received by it notwithstanding any amendment or cancellation of authorization to or from a Related Entity.
- 8.4 In connection with terminating any Account pursuant to Clause 20.1 of the Common Terms, the Bank may cancel the authorization to or from a Related Entity without notice or reference to the Main Customer or the Related Entity.
- 8.5 Termination of use of Corporate Internet Banking Services by the Main Customer will, if the Bank agrees, result in cancellation of authorization to and from its Related Entities which are authorised to operate the Customer's accounts.

- 8.6 The Bank may (but is not obliged to) add up the available debit balances in the Accounts of a Related Entity (excluding any Related Entity whose authorization has been cancelled) which have been designated to be accessible through Corporate Internet Banking Services and those in the Accounts of the Customer and (where applicable) other Related Entities solely for the calculation of the interest applicable to debit balance but not for any other purposes. The Accounts shall remain separate and funds in the Accounts will not be automatically transferred unless the Customer gives an Instruction to transfer funds.

## **9. Limits for Transactions**

- 9.1 Notwithstanding that the Customer has assigned limits for Transactions to any Authorized User, the Bank may at any time and from time to time without giving any prior notice to the Customer impose an upper and/or minimum daily overall and/or individual transaction limit in terms of the amount, quantity or currency for Transactions, but may waive or vary such limit in respect of any Instruction if it deems fit so to do.
- 9.2 The Customer hereby agrees and acknowledges that any Corporate Internet Banking Services arrangement involving payment as between different accounts (whether of the Customer or of any third parties and whether or not with the Bank) will only be accepted if such arrangement has been approved by the Bank and is subject to such preset daily transfer or withdrawal limit(s) and in accordance with such procedures as determined by the Bank from time to time. For the avoidance of doubt, where a lower daily maximum amount is authorized for any account in the name of a third party, such lower daily maximum amount shall prevail over the daily limit preset by the Bank under this Clause 9.2.

## **10. Acceptance and Execution of Instructions**

- 10.1 For any Instruction, upon receipt of the information set out in Sub-clauses 7.1(c), 7.1(e) and/or 7.1(f) of these terms and conditions, the Bank shall be entitled to regard the ensuing Instruction as emanating from and is conclusive and binding on the Customer. The Customer shall be liable for all Transactions effected and all liabilities incurred pursuant to such Instructions.
- 10.2 The Bank may regard the Customer's instructions as received by the Bank as being what the Customer intends to send. The Bank needs not verify the identity of the person giving an Instruction or its authenticity.
- 10.3 The Bank may regard an Instruction (which duplicates another Instruction) as a separate Instruction, unless the Bank actually knew before execution that it was a duplicate.
- 10.4 The Bank will not execute any pending Instruction as described in Sub-clause 7.1(f). Any pending Instruction may be deleted by the Bank's systems due to elapse of time without prior notice to the Customer. The Customer shall have the duty to check and verify the status of such Instruction.
- 10.5 Unless otherwise agreed by the Bank, only Instructions relating to Transactions will be accepted or effected by the Bank. However, if any other Instruction is given and is effected by the Bank for any reason whatsoever, such Instruction as executed shall be binding on the Customer.
- 10.6 Instructions would only be accepted and effected for a type of Transaction if (a) such Instructions are received by the Bank within the time prescribed by the Bank from time to time for the purposes of accepting and effecting Instructions for that type of Transaction; and (b) such Instructions are given with sufficient clarity and the details required by the Bank. The Bank reserves the right to request for further information or clarification from the Customer after receipt of an Instruction before accepting or effecting the Instruction. The Bank shall not howsoever be liable for any consequence arising out of any failure or delay by the Bank to effect any Instruction due to insufficient clarity or details. For the avoidance of doubt, the Customer agrees and acknowledges that the Bank has no obligation to carry out any Transaction immediately upon receipt or acceptance of an Instruction.
- 10.7 Where an automated system is involved, Instructions will be processed automatically by the system, without opportunity for oversight or control.

- 10.8 Notwithstanding any provision to the contrary governing the specific type of Transaction to be transacted, the Bank shall be entitled to place any order or enter into or execute any arrangement or effect any account entry for the purposes of carrying out any Instruction without first ascertaining (a) whether there is sufficient fund or available pre-arranged credit in the Account specified by the Customer; and/or (b) the existence or adequacy in the Customer's Account of the items which are the subject matter of the Instruction.
- 10.9 Instructions will not be accepted or effected if there is insufficient fund (including fund to defray fees and charges under Clause 18.1 hereof) or pre-arranged credit available in the Account specified by the Customer in the Instruction. The Bank may cancel any Instruction and is not required to notify the Customer if an Instruction is not accepted or effected for whatever reason. The Bank shall not howsoever be liable for any consequence arising out of any failure of the Bank to execute any Instruction due to insufficient fund and/or available pre-arranged credit.
- 10.10 Notwithstanding that there is insufficient fund or pre-arranged credit in the Account nominated by the Customer, and irrespective of any terms and conditions of the specific type of Transaction intended to be transacted providing to the contrary, the Bank may, at its absolute discretion, accept and execute or partially execute an Instruction without prior written notice to or approval of the Customer. *The Customer shall be liable for the resulting debit balance or overdraft, advance or credit (or any increase in the same) and all charges of the Bank relating thereto. Such debt shall be repayable to the Bank on demand together with interest thereon, from the date of execution of the relevant Instruction to the date of actual repayment (before and after judgment), at such rate as determined by the Bank from time to time and compounded at such intervals as the Bank may determine from time to time.*
- 10.11 Whilst any debt exists pursuant to Clause 10.10 above, the Bank shall be entitled without giving notice to the Customer (but shall not be obliged) to enter into such other transaction at such time and such pricing as it deems necessary to set off or reverse the Transaction effected pursuant to the Instruction. Any loss, damage, liability or expense suffered or incurred by the Bank as a result thereof shall be the Customer's liability and debited to any Account of the Customer as the Bank shall select, but any gain shall belong absolutely to and be retained by the Bank for its own benefit. The Bank's certificate in writing as to the amount of such loss, damage, liability or expense shall be binding and conclusive against the Customer, save for manifest error.
- 10.12 Without prejudice to Clause 10.6 above, notwithstanding that an Instruction may be received by the Bank outside the normal banking hours in HKSAR and be carried out immediately, the Transaction effected may be deemed to take effect on the succeeding Business Day if the Bank so determines.
- 10.13 Instructions may be given for Transactions to be entered into within a future period of time. The Customer shall have the duty to check and verify the status of such Instruction. The Bank shall not be liable for any loss or delay where such Instruction is inaccurate or incomplete. The expiry or revocation of the authority of an Authorized User after an Instruction has been given but before the Instruction is executed will not affect the validity of the Instruction.
- 10.14 The Customer shall carefully review the details of each Transaction before instructing the Bank to execute the Transaction. The Customer authorises the Bank to notify any Authorized User of the details of such completed Transaction as the Bank deems appropriate, by SMS or by any other means as the Bank deems appropriate. These Transactions may include but not be limited to transfer of funds to an unregistered third party account and amendment of personal information through Corporate Internet Banking Services. The Customer shall provide the Bank with a valid mobile telephone number for the foregoing purposes, and shall notify the Bank in a timely manner of any change of such number. The Customer shall review and verify the Transaction details so notified by the Bank and shall report to the Bank any error, discrepancy or omission as soon as practicable. If the Customer chooses not to receive such notification, the Customer may be restricted from using Corporate Internet Banking Services for certain Transactions as the Bank deems appropriate, and may be required to register third party accounts by such means as the Bank deems appropriate, e.g., at bank branches or by post, before the Customer can conduct such Transactions online.
- 10.15 If the Customer has not used Corporate Internet Banking Services for funds transfers to unregistered third party accounts for such period as the Bank deems appropriate, the Bank may disable that service or set the Transaction limit for that service to zero.

## **11. Transfers of Funds**

The Customer agrees that all Instructions for transfer of funds out of any Account through Corporate Internet Banking Services shall be subject to the following terms and conditions (as the Bank may amend from time to time):



- (a) the selected Customer's Account will, in the case of an Instruction to be executed contemporaneously, be debited upon the Bank's receipt of the relevant Instruction;
- (b) the Customer may designate third party accounts whether or not with the Bank as its designated receiving accounts. If the Customer cancels a designated receiving account, all pending Instructions relating to that account will continue to be executed and be subject to the relevant limits, until the relevant Instruction has been cancelled by the Bank (whether manually or by its automated systems or otherwise) or cancelled by the Customer pursuant to Clause 7.3. The Customer shall be responsible for checking if the relevant Instruction has been cancelled;
- (c) in the case of transfers to third party accounts with other banks, the banks that receive the payment may credit received funds to the payee accounts at different times and the Bank is not responsible as to when the funds will actually be credited to the payee accounts;
- (d) in the case of transfers to third party accounts with other banks, the Bank is not responsible in any circumstances to recover any amount paid to the receiving banks and is not responsible if any receiving bank refuses to make or delays in making or fails for any reason to make payment to the intended payee;
- (e) the Customer acknowledges that funds transfers to third party accounts involve risks, for example, in the event of payments to unauthorized third party accounts;
- (f) if for any reason a payment cannot be made or cannot be promptly made to a receiving bank through the interbank clearing system, either the payment will not be made and the debit entry in the Customer's Account will accordingly be reversed, or the payment would be delayed, without any liability to the Bank;
- (g) the Customer's payment instructions will be forwarded without verification by the Bank's automated systems to the receiving bank for processing in accordance with its terms and practice;
- (h) the Customer acknowledges that communications through Corporate Internet Banking Services may be delayed, interrupted, intercepted or corrupted. The Bank cannot be responsible for any delay or error in the Customer's payments, or for any unauthorized instructions, or for payments to a wrong party or in a wrong amount;
- (i) in respect of payment for goods or services, the Bank is not responsible for any questions arising from the Transaction in respect of which the payment is made. The Customer will refer to the merchant or supplier concerned;
- (j) the Customer must not use Corporate Internet Banking Services except in a lawful manner or other than to make a permitted payment and for other permitted purposes;
- (k) the Bank is entitled to levy charges and get reimbursements from the Customer for all charges and expenses incurred by the Bank (if any);
- (l) where the transfer of funds requires any conversion of currencies, the Customer agrees to accept the spot rate of exchange as quoted (and conclusively determined) by the Bank from time to time; and
- (m) in the event that the Customer cancels an Instruction for transfer of funds, the Bank reserves the right to debit the Customer's Account(s) any incidental losses suffered by the Bank including but not limited to exchange losses arising from the variation of the prevailing buying rate compared to the original selling rate.

## **12. Advice and Conclusive Evidence**

- 12.1 (a) Unless otherwise determined by the Bank, no advice in respect of any Transactions effected would be sent by the Bank. If the Bank sends an advice out of any Transactions effected by the Bank, such advice will be sent to the Correspondence Address or the applicable Account Address for the Customer's record. The Bank will, upon request by the Customer, make available to the Customer the information regarding the types of Transactions (subject to changes by the Bank from time to time) in respect of which advice will be issued.

- (b) If the Customer does not receive an advice which the Bank will issue under Sub-clause 12.1(a) above within [6] Business Days (or for a Customer with a Correspondence Address or an applicable Account Address outside HKSAR, [11] Business Days) after the day on which the relevant Instruction was given, *the Customer shall give to the Bank a notice of non-receipt (in the form acceptable to the Bank)*. Such notice of non-receipt must be actually received by the Bank within [8] Business Days (or for a Customer with a Correspondence Address or an applicable Account Address outside HKSAR, [13] Business Days) after the date of such Instruction.
- (c) *The Customer shall have the duty to check and verify the contents of each advice and shall report any error or omission or discrepancy within 90 days after the date of the advice, otherwise the Customer is deemed to have confirmed the contents of the advice notwithstanding that in the meantime the Customer may not have the opportunity to verify the account statement or passbook or other records (as the case may be) of the relevant Transaction, save for manifest error.*
- (d) The Customer acknowledges that no separate account statement will be sent to the Customer under Corporate Internet Banking Services, and *the Customer shall have the duty to verify the records of Transactions posted in the statement or passbook (as the case may be) of the Account in respect of which the Transaction is made through Corporate Internet Banking Services.*

12.2 The Customer acknowledges that all Instructions may be recorded. Such records will be retained in the Bank's systems or website for such period as determined by the Bank. The advice, books and records of the Bank in respect of any Instruction and the execution thereof shall be conclusive evidence (save and except manifest error) against the Customer in all courts of law and for all purposes.

12.3 The Bank shall not assume responsibility for and does not warrant or represent that information, data and other materials supplied by third parties and made available through Corporate Internet Banking Services are accurate and complete.

### **13. Proceeds of Transactions**

13.1 Unless otherwise agreed by the Bank, the proceeds of any Transaction effected by an Instruction which is due to the Customer shall only be credited to an Account or placed on deposit with the Bank in the same name as the Customer.

13.2 If the Bank receives any query, claim or dispute (whether with good cause or otherwise) in respect of the proceeds of any Transaction effected by an Instruction, the Bank may in its absolute discretion (but is not obliged to) refuse to permit or effect any withdrawal of and/or dealing howsoever with such proceeds until the query, claim or dispute in respect of the relevant Transaction is clarified to the satisfaction of the Bank.

### **14. User Identification, User Password and Device**

14.1 The Customer or the relevant Authorized Signatory(ies) (acting in accordance with the applicable Agreed Signing Arrangement) or the relevant Authorized User(s) or such other person(s) as required by the Bank from time to time shall acknowledge receipt of the Corporate Internet Banking Number, the User ID(s) or Log-in Name, the initial User Password(s) and/or any Device and Device PIN provided by the Bank upon receipt thereof from the Bank. The Bank may distribute the Security Device to the Customer for Two-Factor Authentication and the Customer or the relevant Authorized Signatory(ies) (acting in accordance with the applicable Agreed Signing Arrangement) or the relevant Authorized User(s) or such other person(s) as required by the Bank from time to time shall acknowledge receipt of the Security Device upon receipt thereof. The Customer shall activate the Security Device online within 60 days after the date of distribution; otherwise the Security Device may be disabled automatically.

14.2 Unless otherwise agreed between the Bank and the Customer in writing, in case the Agreed Signing Arrangement of the relevant Authorized Signatory(ies) consists of more than one level of authorization, then only those Authorized Signatory(ies) having the highest level of authorization shall be entitled to act on behalf of the Customer to give the acknowledgement of receipt under Clause 14.1 above.

14.3 *The Customer is responsible for the proper use of the Devices, Device PIN, User Identification and User Password(s) and shall take reasonable steps to keep the Devices (including any Security Code, Device PIN, password or access control code related to its use), User Identifications and User Passwords secure, confidential and not accessible by*

any unauthorized person. The Customer shall not disclose the Security Code, Device PIN, User Identification or the User Password to any other persons other than the relevant Authorized User. The Customer undertakes to ensure that the Authorized User(s) will also comply with the aforesaid requirements as to the proper use of and the security and confidentiality of the Devices (including any Security Code, Device PIN password or access control code related to its use), User Identifications and User Passwords. The Customer shall ensure that upon any Authorized User knowing or believing that there is a loss or compromise of any Device (including any Security Code, Device PIN, password or access control code related to its use), any User Identification or any User Password or any actual or possible unauthorized use or disclosure of any Device (including any Security Code, Device PIN, password or access control code related to its use), any User Identification or any User Password, the Authorized User(s) on behalf of the Customer shall notify the Bank as soon as reasonably practicable in writing or by calling the Bank's designated telephone hotline as notified to the Customer from time to time for reporting such incident(s). In the event of receiving any such report, the Bank shall be entitled to take such action as it may think.

- 14.4 The Customer acknowledges that the Bank has no record of any User Password selected or re-selected by the Customer or an Authorized User.
- 14.5 In addition to Clause 14.3 above, in the event of compromise, or actual or possible unauthorized use or disclosure of any User Password, the Customer shall as soon as reasonably practicable change such User Password through Corporate Internet Banking Services.
- 14.6 In the event of loss or malfunctioning of any Device which was provided by the Bank, the Bank may, at its absolute discretion, provide a replacement Device at the request of the Customer subject to payment of replacement cost and charges imposed by the Bank from time to time and on such terms and conditions as it deems fit. The previous Device will automatically become invalid upon issuance of a replacement Device. If the Customer relocates any Device provided by the Bank which was previously reported lost, such Device shall be returned to the Bank and shall not be used.
- 14.7 The Customer shall not use Single Management Control if its mandate for the operation of the accounts requires more than one Authorized Signatory. The Customer hereby acknowledges that, subject to the foregoing, the Authorized Signatory(ies) and the Authorized User(s) acting singly or jointly, with access to the Security Code, User Identification and the User Password(s), may fully operate the Accounts, utilize the services accessible under Corporate Internet Banking Services and enter into any Transactions on its behalf. The Customer shall ensure the identity of such Authorized Signatory(ies) and the Authorized User(s) is consistent with the identity of authorized signatory(ies) and authorized user(s) in the mandate. The Customer further acknowledges that there may be risks of the Authorized Signatory(ies) or Authorized User(s) mis-using Corporate Internet Banking Services for his/her/their own benefit and purposes, and of the Devices, any Security Code, Device PIN, User Identification and/or any User Password being used by unauthorized persons or for unauthorized purposes. The Customer hereby further acknowledges that the Customer has duly and fully considered and accepted the associated risks.
- 14.8 Where a Security Device is provided by the Bank, the Customer acknowledges that the Security Device may be locked automatically if the Device PIN is entered incorrectly six consecutive times. In such event the Customer shall notify the Bank as soon as practicable and follow the prescribed procedures to unlock the Security Device and reset the Device PIN.
- 14.9 Where a Security Device is provided by the Bank, the Customer acknowledges that Transactions made via Corporate Internet Banking Services may be rejected due to incompatibility of the Security Device with the Bank's system. In such case the Security Device may need to be synchronized. In such event the Customer shall notify the Bank as soon as practicable and follow the prescribed procedures to synchronize the Security Device.
- 14.10 The Bank is entitled to cancel the use of the Device, Device PIN, User Identification and User Password(s) and/or to withdraw, restrict or suspend the Corporate Internet Banking Services (whether in whole or in part) and/or terminate the Corporate Internet Banking Services at any time when the Bank considers necessary or advisable to do so in its absolute discretion without notice and without giving any reason and the Bank shall not be liable to the Customer for any loss or damage resulting therefrom or in connection therewith.

## **15. Limit of Liability of the Bank**

- 15.1 The Bank shall not be liable:

- (a) for any delay or failure to act upon any Instruction;
- (b) if the Customer is unable to access Corporate Internet Banking Services or to effect any Transaction for any reason, including without limitation, any failure or malfunction of any personal computer or computer systems, telecommunications network, electric systems, internet service provider, software or other systems providing access to the internet or internet services or any temporary suspension of Corporate Internet Banking Services;
- (c) for any incorrect representation of Corporate Internet Banking Services on the Customer's computer screen;
- (d) in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction or any other unauthorized access to Corporate Internet Banking Services unless the same results from the wilful misconduct of the Bank;
- (e) in respect of any computer virus or similar problem affecting the Bank's website or systems, including the hardware, server systems, data processing systems, security systems, computer teletransmission and telecommunications systems, operating systems, dedicated applications and software, used for the purposes of providing, supporting or otherwise referable to Corporate Internet Banking Services ("Systems"), or the Customer's personal computer or computer systems;
- (f) for any computer crime perpetrated upon the Bank's website or the Systems if the Bank has taken reasonable steps to guard against the same or for any computer crime perpetrated upon the Customer's personal computer or computer systems;
- (g) any other acts or circumstances beyond the Bank's reasonable control;
- (h) any act or failure to act by any service providers, financial institutions or other third parties; or
- (i) any damage caused in any way by any Device.

15.2 If the Bank will be liable for any damages, the Bank's liability to the Customer shall not exceed the amount of the fees (if any) received by the Bank in respect of the relevant Transaction. The Bank shall in no circumstances be liable to the Customer for any indirect, special, consequential or other loss or damage.

15.3 These limits of the Bank's liability operate to the full extent permitted by applicable laws.

## **16. Ownership of Devices and Softwares Provided by Bank**

16.1 Those Devices and softwares which are provided by the Bank and all rights in them are and shall at all times be the property of the Bank and *the Customer shall surrender such Devices and softwares to the Bank immediately upon the Bank's request or upon the cancellation or termination of Corporate Internet Banking Services for whatever reason.* The Devices must not be altered, tampered, disassembled or in any way copied or modified and must not be dealt with or exploited by the Customer in any way other than to access Internet Banking.

16.2 Those Devices and softwares which are provided by the Bank shall only and exclusively be used by the Customer and an Authorized User for the purposes of Corporate Internet Banking Services.

16.3 The Customer shall keep any Devices, software or document provided by the Bank confidential and must not copy or use any Device, software or document in any form or for any other purposes.

## **17. Information**

All information (including but not limited to exchange rates, interest rates and market prices for securities) quoted by the Bank through Corporate Internet Banking Services shall be for reference only and shall not be binding on the Bank until expressly confirmed by the Bank.

## **18. Fees and Charges**

18.1 *The Bank shall be entitled to charge fees in relation to Corporate Internet Banking Services including without limitation for the handling of Instructions as specified in any schedule of fees published by the Bank (whether in paper or electronic form) from time to time. Such schedule of fees shall be made available to the Customer upon request. The Customer shall maintain such balances as required by the Bank from time to time to defray fees and charges under Corporate Internet Banking Services. The Customer hereby authorizes the Bank to deduct such fees from the applicable Settlement Account and/or a Related Entity's account designated by the Customer. Notwithstanding the foregoing provisions, the Bank shall also be entitled, at its discretion, to debit any fee or charge to any one or more Accounts of the Customer maintained with the Bank.*

18.2 The Bank shall be entitled to retain for its own account and benefit all profits, rebates, commissions, fees, benefits or other advantages, if any, arising out of or in connection with the Bank's provision of Corporate Internet Banking Services and the Transactions effected pursuant to Instructions.

18.3 Fees, charges and expenses are payable whether or not a Transaction is completed.

## **19. Notice**

19.1 In addition to Clause 5 of the Common Terms, any notice or other communication required to be given to the Customer may be by electronic means, sent to the e-mail address of the Customer last on record with the Bank or through other communication channels available on Corporate Internet Banking Services or by posting on the Bank's website.

19.2 Messages sent through Corporate Internet Banking Services or posted on the Bank's website will be treated as if they were made in writing and signed by the sender. The parties waive any rights to contest the validity or enforceability of a contract effected through Corporate Internet Banking Services on the ground that it was effected electronically.

19.3 A Transaction effected through Corporate Internet Banking Services is concluded in Hong Kong at the time of dispatch of a confirmation message or reference number by the Bank's computer systems.

19.4 Other than Instructions which may be given through Corporate Internet Banking Services as determined by the Bank from time to time, all other notices and communications to be sent by the Customer to the Bank must be given in accordance with Clause 5 of the Common Terms.

19.5 The Bank reserves the right to notify the Customer of any change in these terms and conditions by notice posted on the Bank's website or other channels specified from time to time by the Bank for at least 3 consecutive Business Days. Notice is deemed to be duly served on the Customer on the fourth Business Day after the posting of such notice by the Bank as aforesaid.

## **20. E-Statements and E-Notice Services**

20.1 The e- statements service is a service provided by the Bank under Corporate Internet Banking Services whereby all 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 statements will be issued by the Bank ("E- Statement Accounts") can be viewed on the Bank's website, downloaded and printed out by an Authorized User. The Customer acknowledges and agrees that once an application for the E- Statement Service is accepted by the Bank, no physical copies of statements in respect of the E-Statement Accounts will be issued and sent by the Bank to the Customer unless the Customer applies for a paper copy at a branch/sub-branch/office of the Bank or through such other means as designated by the Bank for the same.

20.2 The e-notice service ("E-notice Service") is a service provided by the Bank under Corporate Internet Banking Services whereby all notices including without limitation advices, statements, confirmations or other communications ("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 printed out by an Authorized User. The Customer acknowledges and agrees no physical copies of such notices, advices, statements, confirmations or other communications in respect of the E-notice Accounts will be issued and sent by the Bank to the Customer.

20.3 Notwithstanding any contrary provisions in these terms and conditions, each Authorized User is authorized to use the E-Statement Service and the E-notice Service. The Customer acknowledges and agrees that each Authorized User

may view all transaction details of and receive all notices, advices, statements, confirmations or other communications in respect of the E-Statement Service and the E-notice Service even if all or any of the E-Statement Service and the E-notice Service is not accessible by a particular Authorized User through Corporate Internet Banking Services.

- 20.4 An e-statement or e-notice will only be available for checking through the E-Statement Service and the E-notice Service for 90 calendar days or such other period as the Bank may determine from time to time after being posted on the Bank's website. Thereafter, it will be deleted by the Bank and physical copy will only be provided upon application at a branch/sub-branch/office of the Bank or through such other means as designated by the Bank and payment of a fee.
- 20.5 The Customer shall (a) check and view e-statements and e-notices through the E-Statement Service and the E-notice Service regularly and (b) download or print out an e-statement or e-notice for record if it considers necessary before the same is deleted by the Bank. Without prejudice to the foregoing, the Bank may (but is not obliged to) from time to time send notices ("reminder notices") to an email address designed by the Customer for the purposes of these terms and conditions so as to remind the Customer of the posting of the latest e-statement or e-notice on the Bank's website. For the avoidance of doubt, it is always the obligation of the Customer to ensure that all e-statements and e-notices are accessed through the E-Statement Service and the E-notice Service before the same are deleted by the Bank even if the Customer has not received any reminder notice from the Bank for whatever reason.

## 21. No Activity

The Customer understands that if the Corporate Internet Banking Services are not used for a certain period of time as prescribed by the Bank from time to time, the Bank may terminate the Customer's use of the services without notice.

## Schedule

### 1. Terms and Conditions for MPF Services

For the purposes of these Terms & Conditions,

- "Company" means "Bank of Communications Trustee Limited"; and
- "MPF Services" means the products and services provided by the Company under the Mandatory Provident Fund Scheme.

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.

#### **Use of Information and Materials**

The MPF Services offered in this website are provided by the Company; the Bank is only providing a platform for Customers to use MPF Services of the Company through Corporate Internet Banking Services. The Bank is not responsible for any claims or disputes arising from the use of MPF Services; the Bank will however handle any 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.

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 any Customer located in or resident in jurisdictions which restrict the distribution of such materials by the Bank and/or the Company. Customers are required to observe any relevant restrictions.

The information about MPF Service is not intended to provide professional advice and should not be relied upon in that regard. Customers are advised to obtain appropriate professional advice where necessary.

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.

Customers' use of the MPF Services through Corporate Internet Banking Services shall constitute acceptance of these terms and conditions set out herein. Customers' continued use of MPF Services following the posting of any changes to these terms will constitute Customers' acceptance of those changes. If you do not accept these terms and conditions, please do not proceed further.

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, Customers' access to materials and use of MPF Services may be denied at any time without prior notice or any obligation to provide reasons.

#### **Remittance statements and payment of contributions to MPF Scheme**

The submission to the Company of a remittance statement and the payment of contributions through Corporate Internet Banking Services may be deemed to take effect at the time the Company received the instruction if the Company so determines.

Customers are responsible to ensure that all information and calculations in each remittance statement are correct before submitting the same through Corporate Internet Banking Services. Customers are also responsible to check the details of each transaction which has been effected.

#### **Links to other sites**

Use of hyperlinks to other internet sites or resources is at the Customer's own risk. The contents, accuracy, opinions expressed, and other links provided at these sites are not investigated, verified, monitored, or endorsed by the Bank or the Company. The Bank and the Company expressly disclaim any responsibility for the accuracy, contents, availability or omission of information

found on sites that link to or from this web site. It remains the Customers' sole responsibility to make all enquiries and investigation before proceeding with any online or offline access or transaction with any of these third parties. The Bank emphasises that all activities conducted via or at Corporate Internet Banking Services are at the Customer's own risk. The Bank does not warrant the security of any information that Customers may forward or be requested to provide to any third party. Customers are deemed to have irrevocably waived any claims against the Bank and the Company for any loss or damage suffered as a result of any access to or interaction with any other web sites via Corporate Internet Banking Services.

### **Copyright, Trade Marks**

The Bank and/or the Company and/or other parties own the trade marks, logos and service marks displayed on Corporate Internet Banking Services and Customers are prohibited from using the same without the prior written permission of the relevant parties.

The materials on the Bank's web site are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without the Bank's prior written consent.

### **Disclaimer**

While every care has been taken in preparing the information and materials contained in the Bank's web site, such information and materials are provided "as is" without warranty of any kind either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus is given in conjunction with such information and materials. All liability of the Bank or the Company howsoever arising (whether in contract, tort or negligence) from any such inaccuracies or errors is expressly excluded.

It is the Customer's sole responsibility to prevent, safeguard and ensure that no computer virus enters the Customer's system.

### **Internet Communications**

Messages sent over the Internet cannot be guaranteed to be completely secure. Customers shall bear the risk of any delay, loss, diversion, alteration or corruption of any message either sent to or received from or via Corporate Internet Banking Services. The Bank will not be responsible for any damages incurred. The Bank and the Company are not responsible in any manner for any direct, indirect, special or consequential damages arising out of the use of Corporate Internet Banking Services.

Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise.

### **Enquiries**

Enquiries concerning the MPF Services should be addressed to:

Bank of Communications Trustee Limited 1<sup>st</sup> Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong

Tel No.: 2239 5559

Email: bocomtrustee@bankcomm.com.hk

### **Miscellaneous**

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

## **2. Terms and Conditions for ECT/ Autopay-In/ Autopay-Out/Payroll Service**

1. The ECT/ Autopay-In/ Autopay-Out/ Payroll Service provided by the Bank shall cover :-



- (a) ECT/ Autopay-In/ Autopay-Out/ Payroll-out Service : The Bank shall effect payments to the Customer's creditors through bank transfer according to the Instructions given by the Customer from time to time and set up autopay instructions given by the Customer for transfers of payments into specified accounts of its creditors.
2. The Customer will only use the ECT/Autopay-In/ Autopay-Out/ Payroll Service for payroll/payment purposes.
3. The Input Media containing the Instructions shall be received by the Bank through Corporate Internet Banking Services or other means prescribed by the Bank. Instructions must be received by the Bank no less than one (1) Banking Day prior to the intended date of payment. For the purpose of these Terms and Conditions, a "Banking Day" shall mean a day (excluding Sunday or public holiday) on which the Bank is open for business in the Hong Kong SAR.
4. The Customer acknowledges and understands that the ECT/Autopay-In/ Autopay-Out/ Payroll Service is operated on a numerically based system and confirms that a transfer to or from an account having the same number as given in the Instructions shall constitute good and complete compliance by the Bank with the Instructions. The Bank shall not be under any duty to ensure that the name of the account to which the amount is credited/debited is identical or similar to the name of the account holder on record with the Bank.
5. The Customer shall ensure that sufficient fund is available in the account from which payments are to be made for the purposes of this service (the "Designated Account") one (1) Banking Day before the intended date for any payment out of the Designated Account. The funds will be debited on the date (from Monday to Saturday) of the Instruction and before the intended payment date.
6.
  - (a) If the intended day of payment falls on a Saturday or a day which is not a Banking Day, the Instruction will be effected on the immediately succeeding Banking Day.
  - (b) If the intended day of transfer to an account with another bank falls on a day on which the interbank clearing does not settle transactions, the Instruction will be effected on the immediately succeeding day on which the interbank clearing settles transactions.
  - (c) Announcement of typhoon signal No. 8 or above or black rain storm warning does not per se affect those payments of ECT/Autopay-In/ Autopay-Out/ Payroll Service credited into the Bank's account.
7. The Customer shall ensure that all Instructions are correct and will correct an error in an autopay Instruction in good time before its execution. The Customer shall itself check whether an Instruction has been executed.
8. The Customer acknowledges that the computer programme, user manual and related device provided by the Bank to the Customer in respect of the ECT/ Autopay-In/ Autopay-Out/ Payroll-out Service are the property of the Bank and are only for the private use of the Customer for the purpose of the ECT/Autopay-In/ Autopay-Out/ Payroll Service. The Customer shall ensure that such programme and materials shall not be disclosed or copied or permitted or suffered to be disclosed or copied to any third party or used for any other purposes.
9. The Bank shall not be responsible to the Customer for any error, neglect, default, omission, insolvency or failure in business of any correspondent, nominee or agent engaged by the Bank to carry out the Instructions or any part thereof, in the absence of wilful misconduct or negligence by the Bank.
10. Without prejudice to the Terms and Conditions for Corporate Internet Banking Services, (i) the Bank, its correspondents, nominees and agents shall not be liable for any loss, damage or expense suffered or incurred by the Customer (whether as a result of computer breakdown, forgery of the signature(s) of the Customer or its authorized signatory(ies), material and unauthorized alteration of any Instructions or other reasons of any kind whatsoever) and (ii) the Bank, its correspondents, nominees and agents shall not be liable for any delay, error, omission, loss or damage (including loss of profit or economic loss) suffered by the Customer or any other person as a result or in respect of :-
  - (a) the improper use of the computer programme and/or related device provided by the Bank;
  - (b) any mechanical, electronic or other failure, malfunction, interruption, suspension or inadequacy of the computer system, telecommunication or other installation of the Bank, its correspondents, nominees or agents;

- (c) any delay or failure by the Bank in carrying out the Instructions which is caused directly or indirectly by any event or circumstances beyond the control of the Bank or any of its correspondents, nominees or agents; and
  - (d) any data contained in the Advice provided by the Bank and used by the Customer for whatever purposes (including without limitation the compilation of tax returns).
11. The Bank is hereby authorized to debit the Designated Account or any of the Customer's account(s) with the Bank with any service charge from time to time specified by the Bank in respect of the ECT/Autopay-In/ Autopay-Out/ Payroll Service or any sum payable hereunder.
12. The Customer will ensure that its cancellation of the use of Corporate Internet Banking Services will not become effective before all payments have been made from the Designated Account.