

PAO Bank Limited
Electronic Platform Terms and Conditions

THE ELECTRONIC PLATFORM INCLUDES BUT NOT LIMITED TO THE APPLICATION ("APP") AND OUR WEBSITE (INCLUDING ANY OTHER ELECTRONIC PLATFORM OR CHANNEL THAT MAY BE AVAILABLE FROM TIME TO TIME, TOGETHER "OUR WEBSITE") ARE PROVIDED BY PAO Bank Limited (BANK, WE OR US, AND INCLUDES OUR SUCCESSORS AND ASSIGNS). BEFORE YOU DOWNLOAD OR USE ANY OF THE ELECTRONIC PLATFORM, PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY DOWNLOADING OR USING THE ELECTRONIC PLATFORM, YOU WILL BE REGARDED AS HAVING ACCEPTED THESE TERMS AND CONDITIONS AND WILL BE BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT DOWNLOAD OR USE ANY OF THE ELECTRONIC PLATFORM.

1. The Electronic Platform and functions

- 1.1 We provide digital banking services via the Electronic Platform. The Electronic Platform is intended to be downloaded and/or used by an individual customer or, where the customer is a company, by the authorized users designated by the company to use and access the Electronic Platform on behalf of the company. The term "you" in these Terms and Conditions means an individual customer or a customer that is a company (including each authorized user designated by the company to use and access the Electronic Platform on behalf of the company). You may download the App from mobile application stores designated or acceptable by us from time to time.
- 1.2 We deliver our services by electronic means. We will take safeguard measures to manage and control risks having regard to applicable regulatory requirements and prevailing market practice. That said, there is no guarantee that the electronic channel and network are completely secured. You should note that use of the Electronic Platform is not risk-free. If you do not accept this, please do not download and/or use any of the Electronic Platform.
- 1.3 These Terms and Conditions govern our provision and your use of the Electronic Platform. These Terms and Conditions form a part of the legal contract between you and the Bank, setting out the rights and obligations of the respective parties.
- 1.4 We have the right to set and change the conditions and procedures for using the Electronic Platform, including the time during which they are available, daily cut-off time for accessing the Electronic Platform, accepting instructions and other limits.
- 1.5 We have the right to vary these Terms and Conditions by posting an updated version of these Terms and Conditions in the Electronic Platform. You are responsible for regularly checking for latest version of these Terms and Conditions. If you continue to use the Electronic Platform, you will be regarded as having accepted the latest version of these Terms and Conditions. If you do not accept any variation to these Terms and Conditions, you should cease to use the Electronic Platform.

2. Security matters – risks and your responsibilities

- 2.1 You should take at least the following security measures when using the Electronic Platform and the list is not exhaustive. You should also refer to the security advice provided by us from time to time in the Electronic Platform or via any other channel as we consider appropriate:
- 2.2 In relation to the use of accounts and services via the Electronic Platform:
 - (a) Only use encrypted and reliable mobile internet connections to login to operate your accounts or use our services and do not use wireless network (i.e. Wi-Fi) that is public or not protected by password.
 - (b) Do not operate your accounts or use our services on any mobile device other than the mobile device which you have registered with us to use your accounts and our services (Designated Device).

2.3 In relation to the App:

(a) Only download the App (i) from trusted mobile application stores (i.e. Google Play™ store and App Store) or other mobile application stores designated or acceptable by us, or (ii) by scanning the specified QR code posted on our website from time to time. Where any mobile application or its source is suspicious, do not download or stop installation at once and do not login or activate. (Google Play logo is a trademark of Google Inc., and the App Store is a service mark of Apple Inc.)

(b) Install updates and patches for the App and the operating systems and browsers regularly from the mobile application stores set out in paragraph (a)(i) above or from our website.

(c) Do not download the App via wireless network (i.e. Wi-Fi) that is public or not protected by password.

2.4 In relation to the Designated Device and security information:

(a) Download the App and use your accounts and our services on the Designated Device only.

(b) Do not download the App on any mobile device or operating system that has been modified outside the mobile device or operating system vendor-supported or vendor-warranted configurations. This includes a mobile device that has been "jail-broken" or "rooted", that is a mobile device that has been freed from the limitations imposed on it by the telecommunications service provider and/or the mobile device manufacturer without their approval.

(c) Do not connect the Designated Device to any computer suspected to be infected by virus.

(d) Install anti-virus software, firewall and other security tools on the Designated Device. You can visit HKCERT website for reference: <https://www.hkcert.org/mobile-security-tools>.

(e) Disable any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC) or logout from the Electronic Platform when not in use. Choose encrypted networks when using Wi-Fi and disable Wi-Fi auto connection setting.

(f) Activate the auto-lock function on the Designated Device.

(g) When setting personal password, login credentials and security information:

(1) do not use easy-to-guess personal information, numbers or words;

(2) do not write down or record any password, login credentials and security information without disguising them;

(3) do not keep any password, login credentials and security information on or near the Designated Device;

(4) do not use the same password, login credentials and security information for different services; and

(5) change your password, login credentials and security information regularly.

(h) Keep the Designated Device safe and keep all personal passwords, login credentials (including your biometric credentials) and security information that are used to operate your account and obtain services confidential. Do not allow anyone else to use your personal passwords, login credentials and security information. Safeguard them from loss, theft, accidental or unauthorized leak or unauthorized use.

(i) Notify us via any of the channels designated by us for reporting security incidents as soon as reasonably practicable if you find or suspect that the Designated Device or any personal credentials or security information is lost, stolen, leaked or used without your authorization. Change your personal credentials and security information immediately.

(j) Do not store biometric credentials other than your own on the Designated Device.

(k) Delete the App and all personal passwords, login credentials (including your biometric credentials) and security information that are stored on the Designated Device before you leave it with another person for repair or other reasons, or before you dispose of it.

3. Use of the Electronic Platform

3.1 Use the Electronic Platform sensibly and responsibly: You should use the Electronic Platform sensibly and responsibly. You should never use the Electronic Platform for any unlawful purpose or in any unlawful manner. We have the right to cease to provide the Electronic Platform or any contents of the Electronic Platform at any time if you breach this provision.

3.2 Third party licence agreements: For the use of the App, you may be required to enter into certain licence agreements with the software providers (including Google Play™ store and/or App Store) and subject to the terms and conditions prescribed by these providers. We are not a party to these licence agreements, and are not responsible for the products and services provided by these providers or their acts or omissions.

3.3 Electronic Platform is not for use in certain cases: We do not provide or intend the Electronic Platform, any related materials and other products and services offered through the Electronic Platform for download, use or access by the following persons or in the following cases:

(a) any person in any jurisdiction where such download, use or access would be contrary to any applicable law or regulation of that jurisdiction;

(b) any person in any jurisdiction where we are not licensed or authorized to provide the Electronic Platform, products and services; or

(c) in any jurisdiction that is subject to sanction regime or where we do not provide the Electronic Platform, products and services for any other reason we consider appropriate.

3.4 You should comply with regulatory requirements: You are responsible for ensuring that you are permitted to download, use and access the Electronic Platform and any related materials, products and services under the laws and regulations applicable to you. By browsing or accessing the Electronic Platform or any related materials, products or services, you are taken to have understood and complied with all applicable laws, regulations and restrictions.

3.5 Hyperlinks: Use of hyperlinks to access other internet sites or resources are at your own risks. We are not responsible for the accuracy or quality of the information provided by the other sites or for the security of the other sites.

3.6 Cease to use: You may cease to use the App at any time by deleting the App from your Designated Device.

4. Biometric authentication

4.1 Use of biometric credentials: You may use your biometric credentials stored on the Designated Device to login the App and authorize transactions. We may specify the type of biometric credentials (such as fingerprint or facial image) and in the manner for using them to in relation to the App, accounts and services.

4.2 Authenticate instructions by biometric credential: You authorize us to act on the instructions received by us which have been authenticated by checking your biometric credentials. You will be bound by these instructions and the resulting transactions. We are not required to take further steps to verify the identity of the person sending the instructions or the authenticity of the instructions. Nevertheless, we reserve the right to require you to authenticate an instruction by your personal password or other personal credentials.

4.3 Pre-conditions for using biometric authentication: You must satisfy the following conditions in order to use biometric authentication:

(a) you have successfully opened an account with us;

(b) you have installed the App on the Designated Device;

(c) you have activated the biometric authentication function on the Designated Device and registered at least one of your biometric credentials to restrict access to the Designated Device;

(d) you have registered for biometric authentication through the App by using your personal password, username, SMS one-time password or such other personal credentials specified or accepted by us, and you have registered the relevant biometric credentials stored on your Designated Device for the purpose of biometric authentication; and

(e) you should safeguard the secrecy of your personal credentials used to register and store your biometric credentials on the Designated Device for biometric authentication.

4.4 Your responsibilities regarding biometric authentication: You understand and accept the following:

(a) After successful registration for biometric authentication on the Designated Device, any biometric credentials stored on the Designated Device can be used for biometric authentication. Therefore, you should ensure that only your biometric credentials (and no one else's) are stored on the Designated Device.

(b) You should not use biometric authentication if you reasonably believe that any other person may share identical or very similar biometric credentials. For example, you should not use facial image if you have a twin or sibling sharing similar facial features.

(c) You should not use biometric authentication if the relevant biometric credentials will change. For example, you should not use facial image if you expect your facial features to change.

(d) You authorize the use of biometric authentication which is performed by the App interfacing with the biometric authentication module on the Designated Device. We will not collect or store your biometric credentials for the purpose of biometric authentication.

(e) We do not warrant the quality or performance of the biometric authentication module on the Designated Device.

(f) If the biometric credentials stored on the Designated Device are changed or if you have not used the biometric authentication for a period of time, biometric authentication may be suspended. You will be required to re-register or re-activate the biometric authentication.

4.5 Cancellation of biometric authentication: You can cancel the biometric authentication at any time on the App in the manner required by us. The biometric credentials stored on the Designated Device will not be deleted automatically after the biometric authentication is cancelled. You should delete them yourself on the Designated Device.

5. Your personal data

5.1 You shall ensure that all information provided by you via the Electronic Platform is true, accurate, complete and up-to-date.

5.2 You consent to our use and disclosure of your personal data provided by you via the Electronic Platform for the purposes and in the manner specified in the Personal Information Collection Statement (PICS). The PICS is given to you when you provided your personal data to us. You can also find the PICS in the Electronic Platform. You understand and agree that we may process and store your personal data in or outside Hong Kong.

6. Fees and charges

You are solely responsible for paying any fees and charges imposed by your mobile or telecommunications network service provider in relation to your use of the Electronic Platform and/or your mobile or electronic device which you use to download the App.

7. Intellectual property

The Electronic Platform and all contents in the related materials are protected by copyright. You should not modify, reproduce, transmit and/or distribute in any way any part of the Electronic Platform or any related materials for commercial or public use without our prior written consent.

8. Limitation of liability

8.1 The Electronic Platform is provided by us on an "as is" and "as available" basis. We give no representation or warranty of any kind, express or implied, as to the quality or operation of the Electronic Platform. All information provided on or through the Electronic Platform is for reference only.

8.2 To the extent permitted by law, we disclaim all warranties and liabilities relating to any of the following matters:

(a) that the Electronic Platform will be uninterrupted or error-free, or that any defect will be fixed;

(b) that the Electronic Platform is fit for any particular purpose; and

(c) that the Electronic Platform will be free of computer viruses or other contaminating or destructive properties or that no damage will occur to your computer or mobile device or other electronic equipment in the use of the Electronic Platform.

8.3 Without reducing the effect of any other provision in these Terms and Conditions, we are not responsible for any delay, error, omission, loss or damage arising from or in connection with (i) the improper use of the Electronic Platform by you or your failure to comply with these Terms and Conditions, or (ii) any mechanical failure, malfunction, interruption of our system or any service provider due to any cause that is beyond our reasonable control.

9. Your confirmation and indemnity

9.1 Without reducing the effect of any indemnity given by you under these Terms and Conditions or any other rights or remedies that we may have, you will indemnify us and our 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with your use of the Electronic Platform, and/or your failure to comply with these Terms and Conditions.

9.2 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 our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after you cease to use the Electronic Platform, accounts and services.

10. Governing law and jurisdiction

These Terms and Conditions are governed by and shall be construed in accordance with Hong Kong law. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

11. Language

The Chinese version of these Terms and Conditions is for reference only. The English version will prevail if there is any inconsistency between the Chinese and the English versions.