

**PAO Bank Limited**  
**Services Terms and Conditions**

**1. Our accounts and services**

- 1.1 PAO Bank Limited (the “**Bank**”, “**we**” or “**us**”, and includes our successors and assigns) provides digital banking services to you via a mobile application (the “**App**”). The availability of internet banking services will be subject to any further notice that the Bank may give in accordance with these Terms and Conditions. You may download the App from mobile application stores which may be subject to change from time to time.
- 1.2 We deliver our services by electronic means. We will take reasonable measures to manage and control risks having regard to applicable regulatory requirements and the prevailing market practice. That said, there is no guarantee that the electronic channels and networks used in relation to our services are completely secured. **You should note that the use of the services in the App and through internet banking services (the availability of internet banking services will be subject to any further notice that the Bank may give in accordance with these Terms and Conditions) is not risk-free. If you do not accept this, please do not download the App, or use internet banking services (as the case may be) to access our services.**
- 1.3 We provide the following accounts and services to our customers for their personal use:
- (a) savings account and other deposit services;
  - (b) payment and funds transfer, including through Faster Payment System (as defined in Clause 17.3 of these Terms and Conditions below); and
  - (c) credit facilities (the availability of which is subject to further notice to be provided by the Bank in accordance with these Terms and Conditions).

1.4 We may change our services and how you may use them from time to time with or without notice.

**2. For your personal use only**

- 2.1 **You should only use the accounts and services for your personal purposes and not for business or any other purposes. You should not permit any other person to operate your accounts and/or use the services we provide to you.**
- 2.2 **You should use the accounts and services sensibly and responsibly. You should never use the accounts and services for any unlawful purpose and/or in any unlawful manner. We have the right to close your account(s) and terminate any of the services we provide if you breach this provision in accordance with these Terms and Conditions.**

**3. These Terms and Conditions**

- 3.1 These Terms and Conditions govern our provision and your use of the App, accounts and services. These Terms and Conditions set out the respective rights and obligations of you and the Bank.
- 3.2 Please read these Terms and Conditions carefully before proceeding to use our App and/or any of our accounts and services. Once you register to open an account with us or use any of our services, you will be taken to have accepted these Terms and Conditions.
- 3.3 You acknowledge that we may change various features of our products or services at any time, including the fees and charges, interest rates, the basis for calculating interest rates, margin, liabilities and obligations and we may do so by giving reasonable notice to you in accordance with our usual practice and in accordance with any applicable law.
- 3.4 We have the right to vary, amend or supplement any provision of these Terms and Conditions (including fees and charges) and any other terms and conditions governing any of our services or accounts from time to time by notice. We will give you notice of any variation, amendment or supplement that is applicable to you in a manner we consider appropriate. You will be bound by

such variation, amendment or supplement unless we have received notice from you to close the relevant account or terminate the relevant services with effect before the date on which such variation, amendment or supplement (as the case may be) takes effect. We have no obligation to notify you of any variation, amendment or supplement that is not applicable to you.

- 3.5 In addition to these Terms and Conditions, other terms and conditions may apply to specific services, transactions and/or arrangements. In such case, these Terms and Conditions and those other terms and conditions should be read together. If there is any inconsistency between these Terms and Conditions and those other terms and conditions, those other terms and conditions will prevail insofar as the specific services, transactions or arrangements are concerned. We will provide you with the other additional terms and conditions (if any) before you use the relevant services or arrangements, and/or conduct the relevant transactions.

#### 4. Information and disclosure

- 4.1 You confirm that all information provided to us from time to time is complete, true, accurate and up-to-date. **You must notify us of any material change to any information provided to us as soon as reasonably practicable.** You authorise us to contact any source(s) we consider appropriate including any credit reference agencies (where appropriate) to verify any information provided by you.

- 4.2 You consent to each of the following:

- (a) our use and disclosure of your personal data for providing accounts and services to you or for other purposes, in the manner as specified in the Personal Information Collection Statement (“**PICS**”), which is available in the App or on our website;
- (b) your information being used, processed, disclosed, transferred and stored in or outside Hong Kong, including the Mainland China for the purposes of our outsourcing activities, or relating to our services, by us and by any person providing services or support to us or to you. These other persons may include our agents, contractors and third-party service providers which provide services or support for our services or for our general operation;
- (c) the use, disclosure or transfer of your information by us in compliance with applicable legal and regulatory requirements; and
- (d) we may use and access your information for cybersecurity-related purposes.

#### 5. Fees and charges

- 5.1 **We may levy fees and charges for our accounts and services, and change any such fees and charges from time to time by giving at least thirty (30) days’ prior notice.** If we levy fees and charges, we will make available a list of our fees and charges in the App and/or on our website. Any paid fees and charges will be shown in the transaction record, account statement, or separately in other forms.
- 5.2 **You will pay our fees and charges, and all reasonable out-of-pocket expenses including our agents’ fees and expenses when applicable. You will pay the amounts and within the timeframe as we may specify to you.**
- 5.3 All paid fees and charges are not refundable unless otherwise provided in these Terms and Conditions. However, if you terminate any service within a reasonable period as a result of changes made to these Terms and Conditions, we will refund a prorated portion of any annual or periodic fees paid for the service, provided that the relevant fees can be separately distinguished and the amount is not minimal.
- 5.4 **You are responsible for paying the fees and charges prescribed by any other persons besides the Bank. This may include your telecommunications service provider who may charge data charges and other fees in connection with your use of the App and/or the Designated Device (as defined in Clause 8.4 of these Terms and Conditions), and any other banks to whom you or from whom you make payment or transfer money.**

## 6. What we may do to provide the accounts and services

- 6.1 **Set and amend the terms and conditions and procedures:** We reserve the right to set and amend the relevant terms and conditions and procedures for using the App, internet banking services (the availability of internet banking services will be subject to any further notice that the Bank may give in accordance with these Terms and Conditions) and the accounts and services, including the time during which the App, the accounts and services are made available, the daily cut-off time for operating the App and the way in which the Bank accepts instructions.
- 6.2 **Comply with legal, regulatory or tax requirements, etc.:** We may do or refrain from doing anything (including refusing to act on your instructions) in order to comply with any legal, regulatory or tax requirements, or court or judicial orders or judgements. Any such requirement(s), order(s) and judgement(s) may be imposed on you or on us by relevant laws and regulations, by any governmental agency, tax authority, law enforcement agency, regulatory authority, court or judicial body, whether in Hong Kong or overseas.
- 6.3 **Appoint agents, contractors and service providers, etc.:** We may appoint agents, contractors and service providers to assist with providing the accounts and services. We will use reasonable care to select any such agent(s), contractor(s) and service provider(s).
- 6.4 **Appoint debt collection agents:** We may appoint debt collection agents for recovering or collecting any overdue amount payable by you. **You are required to pay the expenses of reasonable amounts reasonably incurred by us.**
- 6.5 **System maintenance:** We reserve the right, at any time with or without notice, to suspend all or part of our accounts and services for system maintenance, testing, repair and/or upgrade.
- 6.6 **Set-off right:** If any amount is payable by you to the Bank but is unpaid, we may with or without prior notice set off the amount by debiting any of your accounts. We will inform you promptly after making any such set off.
- 6.7 **Recover loss and expenses:** **If we suffer any loss or incur any cost or expense from (a) providing accounts or services to you, (b) acting on your instructions, or (c) your failure to comply with these Terms and Conditions or to perform your obligations, you will compensate us for all such losses, all costs and expenses of reasonable amount reasonably incurred by us (including legal fees).**

## 7. Our responsibilities

- 7.1 Unless caused by our fraud, wilful misconduct or gross negligence, we are not liable to you for:
- (a) acting or failing to act in accordance with your instructions;
  - (b) any delay, interruption or unavailability of our accounts and services or your use of the accounts and services;
  - (c) any loss, error, delay, misdirection, corruption and/or unauthorised alteration or interception of a message sent through the internet or any other means;
  - (d) any computer virus and/or other malfunctioning of any software or computer system; or
  - (e) any act or omission of any agent, contractor and/or service provider appointed by us to assist in providing accounts and services.
- 7.2 In any case, we are not liable for:
- (a) acting or refraining from acting in compliance with any legal, regulatory or tax requirements, or court or judicial orders or judgements, or in accordance with the demands or expectations of any governmental agency, tax authority, law enforcement agency, regulatory authority, court or judicial body, whether in Hong Kong or overseas; or

- (b) any loss of business or business opportunity, loss of profit, indirect, special, incidental or consequential loss or damages.

7.3 The provisions restricting or excluding our liability will operate to the extent permitted by law.

## 8. Registration procedures to open an account and use the services

8.1 Registration procedures: In order to open an account with us or to use our services, you are required to download the App on your mobile device and complete all the registration procedures set out in the App.

8.2 Verification of Identity: When you register to open an account or to use the services, we will ask for your personal data to enable us to verify your identity. Such personal data requested will usually include your full name, identity card number, date of birth, address, contact details, biometric credentials such as facial imaging and information about your mobile device. We may also ask you to provide any other proof or to comply with other procedures for the purposes of verifying your identity. **You must give us complete, true, accurate and up-to-date information.**

8.3 Identity verification from time to time: During the continuation of the bank-customer relationship, we may request you to complete identity verification from time to time to keep our records up-to-date.

8.4 Security PIN and Designated Device: **In order to access and use the accounts and services, you are required to set a security personal identification number for authentication of your identity (“Security PIN”) and activate the Security PIN on your mobile device.** Provided that you have successfully completed the registration procedures and we have verified your identity to our satisfaction, your mobile device will be registered with the Security PIN and designated as the mobile device to enable you to use the accounts and services (“**Designated Device**”). If we cannot verify your identity to our satisfaction or the Designated Device is not successfully registered for any reason, we may refuse to provide you with any accounts or services at our sole discretion.

8.5 Conditions and criteria: We may from time to time set out minimum conditions for using the accounts and services, including conditions such as age requirements, geographical limit and technical specifications (such as mobile device type or model). We reserve the right not to provide the accounts and/or services if such minimum conditions are not met.

## 9. Your instructions

9.1 Means and manner for giving instructions: You must give instructions to us by such means and in such manner specified or accepted by us from time to time. We have the right to refuse any instruction that does not meet the requirements specified by us.

9.2 **Check instructions before sending: You should check and ensure that each instruction is complete and correct before sending it to us. Once sent, you cannot change or cancel any instruction without our prior consent.**

9.3 You are bound by the instructions: We have the right to treat any instruction sent from the Designated Device or any other channel as specified or accepted by us using the personal credentials or security information for operating the accounts and services, including Security PIN, username, personal password, biometric credentials and login credentials (collectively “**Personal Credentials**”) as instructions given by you, whether or not it is in fact given by you. Such instructions and the resulting transactions will be valid and binding on you. 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 and/or other Personal Credentials.

9.4 We do not check for duplicate instructions: We are entitled to act on each instruction received by us as a separate instruction without further verification.

9.5 Instructions received after cut off time: If a payment or transfer instruction is received by us after our daily cut off time or outside our business hours (which may be subject to change from time to

time without prior notice from us), we may still debit or withhold the relevant amount from your account on the same day but we may not process the relevant instructions until the next Business Day.

- 9.6 **Instructions not executed:** We are not required to notify you whether an instruction has been executed in full or not except that we will promptly notify you if an outgoing cross-boundary payment (where applicable) and/or local fund transfer cannot be effected. We reserve the right to execute an instruction in part if we are unable to execute it in full for any reason.

## 10. Security matters – risks and your responsibilities

### 10.1 **Take security measures:**

- (a) **You should take reasonably practicable security measures such as those listed in Clause 10.2 of these Terms and Conditions below.**
- (b) **You may be held liable for unauthorised transactions if you fail to take such security measures or if you have acted fraudulently or with gross negligence.**
- (c) **To protect you from potential fraud resulting from malware, we have the right to suspend access to the App from the Designated Device and the Devices if apps have been installed from sources other than the official app stores of such devices and excessive permissions have been granted for these apps, such as screen sharing, full control of such devices or other functions which may pose potential cybersecurity risks to such devices.**

- 10.2 **Minimum security measures:** You should take, at a minimum, the following security measures which are not exhaustive. You should also refer to the security advice provided by us from time to time in the App, on our website or by any other means as we consider appropriate:

(a) **In relation to the use of accounts and services:**

- (i) **only use encrypted and reliable mobile internet connections to log on to your accounts and to use the services and do not use wireless network (i.e. Wi-Fi) that is public or not protected by password; and**
- (ii) **do not operate your accounts or use the services on any mobile device other than the Designated Device.**

(b) **In relation to the App:**

- (i) **only download the App (1) from trusted mobile application stores (i.e. Google Play™ store and App Store) or other mobile application stores designated or acceptable by us from time to time, (2) by scanning the specified QR code posted on our website from time to time, or (3) by accessing the download link on our website from time to time. Where any mobile application or its source is or seems to be suspicious, do not download from any such source, or immediately stop installation of the App and do not log on to or activate the App;**
- (ii) **install updates and patches for the App and the operating systems and browsers regularly and only from the mobile application stores set out in paragraph (i) above or from our website; and**
- (iii) **do not download the App through wireless network (i.e. Wi-Fi) that is public or not protected by password.**

- (c) **In relation to the use of the Designated Device, internet banking services on any phone or computer (the availability of internet banking services will be subject to any further notice that the Bank may give in accordance with these Terms and**



**Conditions):**

- (i) **download the App and use the accounts and services on the Designated Device only (to the extent possible);**
- (ii) **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 any 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;**
- (iii) **do not connect the Designated Device to any computer suspected to be infected by virus or contain malware or use the services on any computer suspected to be infected by virus or contain malware;**
- (iv) **install anti-virus software, firewall and other security tools on the Designated Device and on other phones or computers that you may use for our services (if accepted by us) (“Devices”);**
- (v) **disable any wireless network function (e.g. Wi-Fi, Bluetooth, NFC) and do not use wireless network (i.e. Wi-Fi) that is public or not protected by password or log out from the App when it is not in use. Choose only encrypted and reliable networks when using Wi- Fi and disable Wi-Fi auto connection setting;**
- (vi) **activate the auto-lock function on the Designated Device and the Devices;**
- (vii) **when setting your Personal Credentials:**
  - (1) **do not use easy-to-guess personal information, numbers or words;**
  - (2) **do not write down or record any Personal Credentials without disguising them;**
  - (3) **do not keep any Personal Credentials on or near the Designated Device or the Devices;**
  - (4) **do not use the same Personal Credentials for different services; and**
  - (5) **change your Personal Credentials regularly;**
- (viii) **keep the Designated Device and the Devices safe and keep all Personal Credentials confidential. Do not allow anyone to use your Personal Credentials. You should safeguard such information from loss, theft, accidental or unauthorised leak or unauthorised use;**
- (ix) **notify us through any of the channels designated by us for reporting security incidents as soon as practicable if you find or suspect that the Designated Device, the Devices or any Personal Credentials is lost, stolen, leaked or used without your authorisation. Change your Personal Credentials immediately;**
- (x) **do not store biometric credentials other than your own on the Designated Device or the Devices; and**
- (xi) **delete the App and all Personal Credentials that are stored on the Designated Device or the Devices before you leave it with another person for repair or other reasons, or before you dispose of it.**

## 11. Your responsibilities

11.1 **Unauthorised transactions:** You are not liable for any direct loss suffered by you as a result of unauthorised transactions conducted through your account(s) unless you have acted fraudulently or with gross negligence. **However, if you have acted fraudulently or with gross negligence, you may be held liable for all losses resulting from unauthorised transactions.**

11.2 **Failure to take security measures, etc.:** You will be taken to have acted with gross negligence in one or more of the following cases:

- (a) if you knowingly allow another person to use the Designated Device, the Devices or your Personal Credentials to obtain our services or conduct transactions;
- (b) if you fail to notify us as soon as reasonably practicable after you find or believe that the Designated Device, any of the Devices or your Personal Credentials have been lost, stolen or compromised, or that unauthorised transactions have been conducted over your account(s); and
- (c) if you fail to take reasonably practicable steps to safeguard the security of the Designated Device, the Devices or your Personal Credentials, including the failure in complying with the security advice given by us from time to time.

## 12. About the App

12.1 **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 software providers. We are not a party to these licence agreements, and are not responsible for the products and services provided by these software providers or their acts or omissions.

12.2 **App is not intended for use in certain cases:** We do not provide or intend the App or any related materials and other products and services offered through the App to be downloaded, used or accessed in the following ways:

- (a) by any person in any jurisdiction where such download, use or access would be contrary to any applicable laws or regulations of that jurisdiction;
- (b) by any person in any jurisdiction where we are not licensed or authorised to provide the App, products and services; or
- (c) by any person in any jurisdiction that is subject to any sanction regime, or where we do not provide the App, products and services for any other reason we consider to be appropriate.

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

12.4 **Hyperlinks:** The use of hyperlinks to access other internet sites or resources are made at your own risks. We are not responsible for the accuracy or quality of the information provided by other internet sites or resources, or for the security of such internet sites and resources.

## 13. Authentication of your identity

### 13a. Authentication by Security PIN

13a.1 **Setting Security PIN:** You should follow the instructions set out in the App or on our website to set your Security PIN, including the minimum digit, combination and other requirements.

13a.2 Purpose of Security PIN: The Security PIN is the primary method of authenticating your identity. We may also accept other Personal Credentials for authenticating your identity where it is not feasible to use the Security PIN or in other cases notified by us.

13a.3 One Security PIN only: Unless otherwise accepted by us, you can register your Security PIN with only one Designated Device at any given time. If you wish to change mobile device, you are required to register your Security PIN with the other mobile device and, upon successful registration, the other mobile device will automatically be designated as the current Designated Device in the place of the previous Designated Device.

### 13b. Biometric authentication

13b.1 Use of biometric credentials: Without limiting our right to require the use of Security PIN for authentication, you may use your biometric credentials stored on the Designated Device to log on to the App and authorise transactions. You should follow the instructions set out in the App or on our website to set up biometric authentication. We may specify the type of biometric credentials (such as your fingerprint or facial image) and the manner for using them to in relation to the App, accounts and services.

13b.2 Authenticate instructions by biometric credentials: You authorise 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.

13b.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 Credentials or such other means (including Short Message Service (“SMS”) one-time password) 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.**

13b.4 Your responsibilities regarding biometric authentication: You understand and accept all of 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 own 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 as yours (for example, you should not use facial image if you have a twin or sibling sharing very 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 authorise the use of biometric authentication which is performed by the App interfacing with the biometric authentication module on the Designated Device and agree and consent that we may access such biometric authentication data to authenticate and verify your identity;
  - (e) we will not collect or store your biometric credentials for the purpose of biometric authentication in general but for the avoidance of doubt, there will be certain circumstances where we are required by any applicable laws, rules and/or regulations to store your biometric credentials;
  - (f) we do not warrant the quality or performance of the biometric authentication module on the Designated Device; and
  - (g) if we detect that the biometric credentials stored on the Designated Device are changed or if you have not used the biometric authentication for a period of time, the biometric authentication function on the App may be suspended. You may be required to re-register or re-activate the biometric authentication.
- 13b.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 must delete them yourself on the Designated Device.**

## 14. Savings accounts

### Interest and currency

- 14.1 You may hold a savings account in Hong Kong dollar or in any other currency we may specify or accept from time to time.
- 14.2 Interests on a savings account accrues:
- (a) in relation to Hong Kong dollar, on a daily basis over a 365-day year (and we may specify any other basis for currencies other than in Hong Kong dollars);
  - (b) on the credit balance in your savings account; and
  - (c) at the interest rate specified by us from time to time.
- You can find the interest rates specified by us and related information from time to time in the App or on our website.
- 14.3 Interest at a rate above zero is payable monthly by us to you and will become a credit entry to your savings account in Hong Kong dollars on the second day of each calendar month following the end of the interest period (or at such other interval as we may set from time to time). We will determine the number of decimal places used when calculating or posting interest as we consider appropriate from time to time.
- 14.4 No minimum credit balance is set when you open your savings account. However, we reserve the right to set and change without prior notice from time to time any minimum amount of credit balance for interest to accrue. In that case, no interest will accrue if the credit balance in your savings account falls below the minimum amount set by us.
- 14.5 If your savings account is closed before a date for crediting interest, we will pay interest up to the last calendar day before the savings account closure date.

### Deposits and withdrawals

- 14.6 You cannot (to the extent applicable) withdraw or use an amount paid to your savings account and interest will not accrue on the amount until we have actually received the cleared funds. We have the right to reverse any entry to your savings account if the payment is not cleared.
- 14.7 If any amount is credited to your savings account by mistake, we have the right to recover the amount from you by debiting your savings account or by other means. **If you receive funds that are paid or transferred to you by mistake, you should notify us and return the funds as soon as reasonably practicable. Failure to return the funds may give rise to criminal liability.**
- 14.8 Our records of any deposit and (to the extent applicable) withdrawal and the related details shall be binding on you in the absence of obvious error.

#### Payment or transfer limits

- 14.9 We have the right to set and change from time to time the minimum and/or maximum limits for payments or transfers from your savings account, whether per day, per month, per transaction or by other standards.

#### Deposit Protection Scheme

- 14.10 The deposits in your savings account are qualified for protection by the Deposit Protection Scheme established under the Deposit Protection Scheme Ordinance (Cap. 581 of the Laws of Hong Kong).

### **15. Time deposit account**

#### Making a time deposit

- 15.1 Your time deposit account will be opened when you make a time deposit with the Bank. We have the right to set or vary from time to time the terms available for making time deposits. These terms may include the currencies, any minimum or maximum amount of deposit, the range or periods and maturity dates.

#### Time deposit interest

- 15.2 Interest on a time deposit accrues:
- (a) on a daily basis;
  - (b) on the principal amount;
  - (c) on the basis of a 365-day year (or any other basis specified by us at our discretion);
  - (d) at the interest rate specified by us at our discretion; and
  - (e) the number of decimal places used when calculating or posting interest is determined by us from time to time at our discretion and/or in accordance with our usual practice.
- 15.3 The applicable interest rates will be displayed on our App or published on our website from time to time, which will serve as notice to you. We will advise the details of the accrued interest and the amount of tax deducted or withheld (if applicable) in respect of a time deposit each time you (to the extent applicable) withdraw or renew the time deposit.
- 15.4 Interest on a time deposit accrues up to the day prior to its maturity date and is payable on the maturity date. Interest at a rate above zero is payable by us to you and may be (to the extent applicable) withdrawn or added to the principal amount of the time deposit. Interest at a rate below zero is payable by you to us and will be deducted from the principal amount of the time deposit or debited from any other accounts maintained by you with us.
- 15.5 Interest accrues on a time deposit that is a call deposit on a daily basis at our prevailing interest rate at the end of each day, except that interest for the day on which the call deposit is made with us accrues at the interest rate set out in the deposit confirmation.

### Renewal and withdrawal of time deposits

- 15.6 We have the right to set or vary from time to time the dates and hours when you may make, renew or (to the extent applicable) withdraw a time deposit.
- 15.7 You may give an instruction to renew automatically a time deposit. We have the right to accept or refuse your instruction to renew automatically. If we accept your instruction to renew automatically, our prevailing interest rate on the maturity date (whether at, above or below zero) will be the interest rate for the renewed term. Even if we have accepted your instruction to renew automatically, we have the right unilaterally to cease to act on the instruction at any time without giving reason.
- 15.8 The time deposit is payable on the relevant maturity date. We have no obligation to but may at our discretion repay any part of a time deposit before its maturity date at your request ("**Early Uplift**"). In the case of Early Uplift, the following provisions apply:
- (a) interest on the time deposit is not required to be paid to you or to us;
  - (b) we may deduct the following amounts from your savings account and repay the balance (if any) to you:
    - (i) applicable fees and charges (e.g. handling charges);
    - (ii) additional cost (if any) incurred by us in obtaining funds in the market for the remaining term of the time deposit; and
    - (iii) any amount we already paid to you by way of interest or to any governmental agency, tax authority or other authority, whether in or outside Hong Kong, by way of taxation (if applicable);
  - (c) we may cancel the time deposit and charge handling fees if its amount is insufficient to pay the amounts set out in paragraph (b) above; and
  - (d) you should make a request for Early Uplift at least two (2) Business Days before the maturity date through our customer service hotline or any other means as may be accepted by us from time to time.
- 15.9 You should give instructions (including any amending instructions) on how to handle the principal amount and interest of a time deposit at maturity at least one (1) calendar day before its maturity date (when such option is made available in accordance with these Terms and Conditions). You may give us instructions directly through our App or any other means as may be accepted by us from time to time.
- 15.10 If we do not receive any specific instructions on how to handle the principal amount and interest of a time deposit by its maturity date, the principal and interest of your time deposit will be credited to your savings account on its maturity date.

### Deposit Protection Scheme

- 15.11 The deposits with a maturity not longer than five (5) years in your time deposit account are qualified for protection by the Deposit Protection Scheme established under the Deposit Protection Scheme Ordinance (Cap. 581 of the Laws of Hong Kong).

## **16. Payment and transfer**

### **16a. Payment and transfer service**

- 16a.1 We provide payment and transfer service ("**Payment and Transfer Service**") for making payment or transferring funds to accounts maintained with us or with other banks or financial institutions, or operators of payment systems or network or licensed stored value facilities. We may execute your instructions for payments or transfers through the HKICL FPS (as defined in Clause 17.3 of these

Terms and Conditions below) or any other suitable and available means that we consider appropriate from time to time.

16a.2 Payments and transfers using the HKICL FPS are governed by the terms and conditions specified by HKICL. The HKICL FPS is provided and operated by HKICL. Before using the Payment and Transfer Service and HKICL FPS, please read carefully the provisions in Clause 17 of these Terms and Conditions.

16a.3 We have the right to set and change from time to time the minimum and/or maximum payment or transfer limits, whether per day, per month, per transaction or by other standard.

#### Setting up the Payment and Transfer Service

16a.4 **To use the Payment and Transfer Service, you are required to follow our procedures to set the daily transfer limits through the App, which must be within the maximum transfer limit specified by us from time to time.**

#### Fund transfers

16a.5 By using the Payment and Transfer Service, you can transfer funds through the App or internet banking services (the availability of internet banking services will be subject to any further notice that the Bank may give in accordance with these Terms and Conditions):

- (a) between your accounts maintained with us;
- (b) from your account maintained with us to an account maintained by another person with us;
- (c) from your account maintained with us to an account maintained by another person with another bank or financial institution, retail payment system or network operator or licensed stored value facility accepted by us; or
- (d) from your account maintained with us to an account maintained by another person with any participant of HKICL FPS from time to time.

16a.6 **You are required to input the necessary information to make a payment or transfer.** This information may include the mobile number, email address, FPS Identifier or account number of the person receiving the amount ("Payee"). **You are responsible for providing complete and accurate information of each Payee.**

#### Payment or transfer instructions

16a.7 After you have input the Payee's information and the amount to be paid or transferred, the App will ask you to check and confirm the information of the transfer instruction. **You should check the information of the instruction carefully and avoid any errors when making payments or transfers. Once sent, you cannot change or cancel the instruction.** You also conclusively authorise us to debit from your account the specified amount to be paid or transferred and to pay or transfer such amount to the specified account of the Payee.

16a.8 We have the right to refuse to execute your instructions:

- (a) if there are insufficient funds in your account;
- (b) if your account is suspended for any reason or if we note any irregularities with your account; or
- (c) if the amount to be paid or transferred does not meet any minimum or maximum limit set by us or by you.

#### Termination of Payment and Transfer Service

16a.9 If one or more of the following situations occur, we have the right to terminate your use of the Payment and Transfer Service by setting the daily transaction limit to “0”. After we have set your daily transaction limited to “0”, you are required to set up the daily transaction limit again in order to use the Payment and Transfer Service:

- (a) if you change or delete your mobile number that is registered with us;
- (b) if you change or delete your email address that is registered with us; or
- (c) if you have not conducted any payment or transfer for at least twelve (12) consecutive months (or such other time period as we may set from time to time).

16a.10 You may terminate the Payment and Transfer Service at any time by setting the daily transaction limit as “0” through the App.

## 16b. Suspicious Proxy Alert

### Alerts and Money Transfers

16b.1 This Clause 16b applies to the Alerts and the Money Transfers as defined in Clause 16b.2 below. If there is any inconsistency between this Clause 16b and the other clauses in these Terms and Conditions, this Clause 16b will prevail insofar as the Alerts and Money Transfers are concerned. **By making any Money Transfer on or after the date on which this Clause 16b comes into effect, you confirm that you have accepted and will be bound by this Clause 16b.**

16b.2 In this Clause 16b:

“**Alert**” means a warning message that a Money Transfer or the relevant payee or payee’s account may involve fraud or scam;

“**Anti-fraud Database**” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations; and

“**Money Transfer**” means a transfer of money by you through the Bank via any channel or means, and in any currency determined by the Bank from time to time, including but not limited to one or more of internet banking, FPS Banking Services or through the Payment and Transfer Service, whether the payee’s account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by you to the Bank to make a Money Transfer.

### Reason for sending Alerts

16b.3 The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

### The Bank’s role, responsibilities and restriction of liability

16b.4 The Bank:

- (a) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (c) would not compile any Alert relating to a payee, a payee’s account or a transaction if no information about it is available from or in the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant whether the information available from any Anti-



fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. No Alert should be taken as recommendation or advice from the Bank on, or in relation to, any relevant Money Transfer or payee. The Bank's records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

- 16b.5 The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the time when the Alerts are delivered, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. **"Relevant persons"** may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to you by electronic or other means.
- 16b.6 The Bank is not liable for loss, damage or expense of any kind (whether direct or consequential and including loss of profit or interest), which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.
- 16b.7 The Bank is not liable for loss, damage or expense of any kind (whether direct or consequential and including loss of profit or interest), which you or any other person may incur or suffer arising from or in connection with the Alerts, the delivery of the Alerts (or any delay, failure to deliver or unavailability of the Alerts), or the processing, execution, suspension or cancellation of Money Transfers affected by the Alerts (or by any delay, failure to deliver or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's gross negligence or wilful default or that of its officers, employees or agents.
- 16b.8 In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 16b.9 Nothing in this Clause 16b is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

#### Your responsibilities

- 16b.10 **You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee's account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer. Your decision to proceed with or cancel a Money Transfer is binding on you and you shall be solely responsible for the consequences. You should seek independent legal advice or other advice if you are uncertain about whether to proceed with or cancel a Money Transfer.**

## 17. Faster Payment System

### FPS Banking Services relating to Faster Payment System

- 17.1 The provisions in this Clause 17 apply to our services relating to Faster Payment System. We provide the FPS Banking Services (as defined in Clause 17.3 of these Terms and Conditions below) to customers to facilitate payments and money transfers using the Faster Payment System, which is operated by HKICL and subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Clause 17 governs our provision of the FPS Banking Services to you and your use of the FPS Banking Services. The provisions in this Clause 17 prevail if there are any inconsistencies between this Clause 17 and the other

provisions of these Terms and Conditions insofar as the FPS Banking Services are concerned.

17.2 **By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and having agreed to be bound by this Clause 17. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept this Clause 17.**

17.3 In this Clause 17, the following terms have the following meanings:

**“Addressing Service”** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

**“Default Account”** means the account maintained by you with us or any other Participant which is set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

**“eDDA”** means a direct debit authorisation set up by electronic means using HKICL FPS.

**“eDDA Service”** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

**“FPS Banking Services”** means the services provided by us to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

**“FPS Identifier”** means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

**“HKICL”** means Hong Kong Interbank Clearing Limited and its successors and assigns.

**“HKICL FPS”** or **“Faster Payment System”** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

**“Participant”** means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

**“Proxy ID”** means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

**“Regulatory Requirement”** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

**“you”** and **“your”** means each customer to whom we provide the FPS Banking Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to us in connection with the use of the FPS Banking Services.

Scope of FPS Banking Services and conditions for use

- 17.4 We provide the FPS Banking Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the FPS Banking Services and the conditions and procedures for using the FPS Banking Services. In order to use the FPS Banking Services, you must accept and follow these conditions and procedures.
- 17.5 We may provide the FPS Banking Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars.
- 17.6 **In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.**
- 17.7 All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- 17.8 We reserve the right to suspend or terminate the FPS Banking Services in whole or in part at any time without giving any notice or reason.

Addressing Service - registration and amendment of Proxy ID and related records

- 17.9 In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- 17.10 Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend your Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- 17.11 **At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

eDDA Service

- 17.12 In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

Your responsibility

- 17.13 Present genuine owner or authorised user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

#### 17.14 Proxy ID

**Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.**

#### 17.15 Correct information

- (a) **You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.**
- (b) **You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.**

#### 17.16 Timely updates

**You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge and agree that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.**

#### 17.17 Change of Default Account

**If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.**

#### 17.18 Transactions binding on you

- (a) **For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.**
- (b) **For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.**

#### 17.19 Use FPS Banking Services responsibly

**You must use the FPS Banking Services in a responsible manner. In particular, you must comply with the following obligations:**

- (a) **You must comply with all Regulatory Requirements that govern your use of the FPS Banking Services, including collecting, using and handling the personal data and**

other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the FPS Banking Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.

- (b) **When sending remarks or messages which would be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask or avoid sending the full name and/or other personal or confidential data of such recipients or counterparties to prevent any unauthorised display or disclosure of any personal data or confidential data.**
- (c) **If we offer an FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.**

17.20 Other obligations regarding payments and funds transfers

- (a) **When giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.**
- (b) **Any instruction given by you in relation to the FPS Banking Services will be handled by us in accordance with this Clause 17 and other applicable provisions of these Terms and Conditions. You must comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.**

17.21 You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the FPS Banking Services:

- (a) you are responsible for all the acts and omissions of each person authorised by you;
- (b) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
- (c) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Clause 17 that are applicable to him when acting on your behalf.

Our responsibility and restriction of liability

17.22 We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.

17.23 Without reducing the effect of Clause 17.22 of these Terms and Conditions or other provisions of these Terms and Conditions:

- (a) we are not liable for any loss, damage or expense of any kind which you or any other



person may incur or suffer arising from or in connection with the use of the FPS Banking Services or the processing or execution of instructions or requests given by you in relation to the FPS Banking Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

- (b) **for clarity, we are also not liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:**
- (i) your failure to comply with your obligations relating to the FPS Banking Services; and
  - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and
- (c) in no event will we (including our affiliates, group companies and our licensors) and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

#### 17.24 Your confirmation and indemnity

- (a) **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 us and 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 our provision of the FPS Banking Services or your use of the FPS Banking Services.**
- (b) 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 the termination of the FPS Banking Services.

#### Collection and use of Customer Information

17.25 For the purposes of using the FPS Banking Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:

- (a) yourself;
- (b) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
- (c) your authorised persons and representatives,

all personal data and information provided to us or compiled by us from time to time in connection with the FPS Banking Services are collectively referred to as “**Customer Information**”.

17.26 You agree (and, where applicable, for and on behalf of each of your authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Banking Services. Such purposes include one or more of

the following:

- (a) providing the FPS Banking Services to you, maintaining and operating the FPS Banking Services;
- (b) processing and executing your instructions and requests in relation to the FPS Banking Services from time to time;
- (c) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
- (d) meeting the requirements to make disclosure under any Regulatory Requirements; and
- (e) purposes relating to any of the above.

17.27 You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.

17.28 If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clause 17.25(b) or 17.25(c) of these Terms and Conditions above), you confirm that you will obtain and have obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Clause 17.

**18. Credit facilities (the availability of credit facilities will be subject to any further notice that the Bank may give in accordance with these Terms and Conditions)**

18.1 We may (but are not obliged to) provide credit facilities of any type (including overdraft facilities) and subject to any terms and conditions as we consider appropriate (including the amount, interest payable, repayment and/or security arrangements applicable to the credit facilities).

18.2 You may be required to make separate applications for any credit facilities and provide additional information and documents as we may reasonably require to enable us to process the applications. Any credit facilities granted by us will be subject to terms and conditions in addition to these Terms and Conditions. **If we provide any credit facilities to you, you should inform us as soon as possible of any difficulty in repaying the credit facilities or in meeting any payment to us arising from the credit facilities.**

18.3 Unless otherwise specified by us, we have the customary overriding right to cancel or suspend any unutilised credit facilities, or determine whether or not to permit utilisation of any unutilised credit facilities, and we also have the right of repayment on demand at any time in respect of any credit facilities (including the right to call for cash cover on demand for prospective and contingent liabilities.) Further, any credit facilities granted by us will be subject to our review at such time or intervals as we consider appropriate.

**19. Your representations and undertakings**

19.1 You represent to us that:

- (a) you have full legal capacity and authority to use our accounts and services and perform transactions and your obligations under these Terms and Conditions, and these obligations are legal, valid and enforceable; no legal or other proceedings have been initiated or threatened and no meeting has been convened for the bankruptcy against you for the appointment of a receiver, manager (judicial or otherwise), trustee or similar officer and no arrangement, composition with, or any assignment for the benefit of creditors have been made or proposed to be made against you; and
- (b) you use our accounts and services and effect transactions as principal and not as agent, trustee or nominee for any other person.

19.2 In using our accounts and services and effecting transactions, you undertake that you will comply with all applicable legal and regulatory requirements including, in particular, any applicable sanction or embargo regime. We have the right to delay or refuse to handle any instruction, transaction or make any payment having regard to the applicable legal and regulatory requirements without notice to or consent from you.

## 20. Reports, statements and information

20.1 **We will provide account statements in electronic form.** You can download account statements from the App, and save and print them for your records. We will notify you when a new statement is available. If you would like to receive paper statements (instead of in electronic form), you can contact our customer service team at (852) 3762 9900 or make the request via the App. We may charge a reasonable fee for processing such request and providing the paper statements.

20.2 **You are required to review the transaction records and account statements promptly to check and report any errors, discrepancies, unauthorised transactions or irregularities. You should notify us as soon as reasonably practicable of any items which you believe are errors, discrepancies, unauthorised transactions or irregularities and, in any case, within ninety (90) days from the date of the account statement.**

20.3 If we do not receive any report on errors, discrepancies, unauthorised transactions or irregularities from you within ninety (90) days after the date of the relevant account statement:

- (a) the statement will be regarded as correct, conclusive and binding on you; and
- (b) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that statement,

unless the errors, discrepancies, unauthorised transactions or irregularities arise from fraud, wilful default or gross negligence on our part or on the part of our officers, employees or agents.

20.4 For security reasons, we will send you instant notifications of payment or fund transfer involving your accounts. We will send these notifications usually by SMS based on your Designated Device number or through in-App notifications or emails (or through any other channels as we consider appropriate from time to time). **You should not turn off the notification function on your Designated Device in order to receive these notifications.**

## 21. Closing accounts and terminating services

### By you

21.1 You may close your account and terminate the services at any time by giving us at least thirty (30) days' prior notice and after completing the necessary account closure procedures and paying any outstanding amount. We may accept a shorter period of termination notice at our discretion. You may not be able to close your account immediately if the remaining balance in your account exceeds the daily transfer limit set by us.

### By us

21.2 We may close your account and terminate the services at any time by giving you at least thirty (30) days' prior notice. If we close your account and terminate the services, we will pay you the balance of the account in the manner we determine (but we need not pay interest).

21.3 Without affecting or limiting Clause 21.2 of these Terms and Conditions above, we may suspend or terminate your accounts or use of any services at any time without giving notice having regard to tax, legal or regulatory requirements, or where we reasonably consider that you have breached your obligations under these Terms and Conditions, or where the account is being used or is suspected of being used for illegal activities, or where your account carries a zero balance for at least twelve (12) consecutive months.

- 21.4 If according to our records, there has been no transaction or activity on your account for twenty-four (24) consecutive months (or such other time period as we may consider appropriate from time to time), we have the right to suspend your account. In such case, you will need to complete the necessary procedures set by us in order to use your account again.

#### After suspension or termination

- 21.5 All rights and obligations accrued or incurred by you and the Bank respectively before the suspension or termination of your accounts or the services will remain effective.

## **22. Communications and further information**

- 22.1 We may send notices and communications to you by any means we consider appropriate. You will be taken as having received a notice or communication:

- (a) if posted in the App (including through push notifications) or on our website, when it is so posted;
- (b) if sent by post, two (2) Business Days after mailing to your address in Hong Kong on our record; or
- (c) if sent by email, when it is sent to your email address on our record.

- 22.2 Subject to applicable laws and regulations, we may send certain notices, communications, information and documents to you in electronic form only. You may download, save or print such notices, communications, information and/or documents for your records.

- 22.3 Should you have any enquiries or complaints, or if you require additional information regarding our accounts and services, please contact our customer service team at (852) 3762 9900 (available twenty-four (24) hours a day, including public holidays), paob\_cs@pingan.com (for general enquiries) or paob\_feedback@pingan.com (for any feedback or complaints). Where monetary disputes are involved, you may reach out to alternative and external dispute resolution services, such as the Financial Dispute Resolution Center.

- 22.4 We may contact you through the App, by phone, email, post and any other means. **You should update us as soon as reasonably practicable if your contact details change. You should promptly notify us of such changes through any of the channels designated by us from time to time for reporting changes of contact details.**

- 22.5 For further information about our services and related matters, please read our FAQs, which are available in the App and on our website at [www.paob.com.hk](http://www.paob.com.hk).

## **23. Other matters**

- 23.1 Copyright

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

- 23.2 Records

- (a) You agree that we may record our conversations with you with prior notice.
- (b) Our records are conclusive of the matters or facts stated in them and are binding on you in the absence of obvious error.

- 23.3 Tax compliance

- (a) We do not act in any way as your tax adviser. **You should obtain tax advice as you consider appropriate, including seeking professional advice.**

- (b) **You are responsible for complying with your tax obligations in all jurisdictions. These obligations may include paying taxes and filing tax returns and/or other required documents to the relevant tax authorities whether in or outside of Hong Kong (the “Tax Authorities”). Certain countries have tax legislation with extraterritorial effect regardless of where you live or your citizenship.**
- (c) You understand and agree that we may report and disclose to the Tax Authorities any information (including your identification details), documents, certifications or account details (including account balances, interest income and (to the extent applicable) withdrawals) given by or relating to you or your authorised representatives, or relating to any transaction or any account with us, as required under the applicable local or foreign laws, regulations and rules and as determined by us. You also understand that (i) our obligations under these laws, regulations and rules are continuous, and (ii) we may be required to withhold or deduct money from your account under these laws, regulations and rules.

#### 23.4 Financial crime prevention

- (a) We are required to act in accordance with applicable laws, regulations, policies (including our policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud, and the provision of financial or other services to any persons which may be subject to sanctions. We may in our discretion take any action as we consider appropriate to comply with all such laws, regulations, policies and requests. Such actions may include:
  - (i) screening, intercepting and investigating any instruction, drawdown request, application for accounts and services, payment or communication sent to or by you and to or from your account;
  - (ii) investigating and making further enquiries as to the source of or intended recipient of funds, the status and identity of an individual or entity, whether he/she/it is subject to a sanction regime, and whether a name which might refer to a sanctioned person actually refers to that person;
  - (iii) combining and using personal data and other information about you, beneficial owners, and your authorised representatives, accounts, transactions, use of our services with other related information held by us or by our affiliates;
  - (iv) delaying, blocking, suspending or refusing to process any instruction or payment to you or by you in our absolute discretion;
  - (v) refusing to process or effect transactions involving certain individuals or entities;
  - (vi) terminating our relationship with you;
  - (vii) reporting suspicious transactions to any authority; and
  - (viii) taking any other action necessary for us or our affiliates to meet any legal, regulatory or compliance obligations.
- (b) To the extent permissible by law, neither us nor any of our agents shall be liable for any loss (whether direct or consequential and including loss of profit or interest) or damage suffered by you or any third party, caused in whole or in part in connection with Financial Crime Compliance. For the purpose of this Clause 23.4, “**Financial Crime Compliance**” refers to any action to satisfy compliance obligations relating to detection or prevention of financial crime that we may take.

#### 23.5 Third party rights



No person other than you and the Bank has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of these Terms and Conditions.

### 23.6 Assignment

You may not without our prior consent assign or transfer your rights or obligations under these Terms and Conditions. We may assign or transfer all or any of our rights and obligations under these Terms and Conditions without your consent.

### 23.7 Interpretation

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
- (i) **“Authority”** means any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, industry or self-regulatory body, or sanctions authority or organisation that enacts, administers or enforces sanctions, embargos or restrictive measures;
  - (ii) **“Business Day”** means a day (other than a Saturday or a Sunday or a public holiday in Hong Kong) on which commercial banks are open for general business in Hong Kong;
  - (iii) **“including”** means **“including without limitation”** (with related words being construed accordingly);
  - (iv) a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
  - (v) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Authority;
  - (vi) a provision of law is a reference to that provision as amended or re-enacted;
  - (vii) a time of day is a reference to the time in Hong Kong, unless otherwise specified; and
  - (viii) **“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.
- (b) Words importing the plural include the singular and vice versa, and words importing a gender include every gender.

### 23.8 Cumulative remedies

Our rights are cumulative and are not exclusive of the rights and remedies available under any applicable laws.

### 23.9 No waiver

A failure or delay in exercising our rights will not operate as a waiver, and a single or partial exercise of our rights will not preclude any further exercise of that right or the exercise of any other rights.

### 23.10 Validity of provisions

If any provision or part of a provision is invalid, the remaining part of the provision and all other provisions remain in full force and effect.

## 24. Governing law and jurisdiction

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Hong Kong. You and the Bank agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

## 25. 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 English versions.