

PAO Bank Limited
Electronic Platform Terms and Conditions of Use

“ELECTRONIC PLATFORM” INCLUDES BUT IS 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”) 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 or partnership, by the authorized users designated by the company or partnership to use and access the Electronic Platform on behalf of the company or partnership. The term “you” in these Terms and Conditions means an individual customer or a customer that is a company or partnership (including each authorized user designated by the company or partnership to use and access the Electronic Platform on behalf of the company or partnership). 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 the latest version of these Terms and Conditions. If you continue to use the Electronic Platform, you will be deemed and 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. 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 networks (i.e. Wi-Fi) that are public or not protected by password.
 - (b) Set up and maintain your own electronic devices and other facilities for accessing and using the Electronic Platform and use the appropriate equipment, software or device, and have access to appropriate network connectivity in order to access the Electronic Platform.

- (c) 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 by or acceptable to 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. (Note that 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 networks (i.e. Wi-Fi) that are 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's 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 and change your personal credentials and security information immediately, 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.
- (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 and all data and information and real-time quotes thereon sensibly and responsibly and in accordance with these Terms and Conditions. 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 content 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, App Store and Nasdaq Inc.) 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 a sanction regime(s) 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, regulations, rules, codes, guidelines, requirements, notices, practice directions, restrictions or otherwise (collectively, “**Applicable Laws**”) applicable to you. You agree to comply with all Applicable Laws that govern your download, access and use of the Electronic Platform. 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.
- 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.
- 3.7 Restrictions on use: Except as expressly set out in these Terms and Conditions, you agree:
 - (a) not to, and you shall not attempt to, reverse engineer, decompile, disassemble or otherwise tamper with the Electronic Platform or any systems or software operated by or on our

behalf or otherwise operated in connection with the Electronic Platform, or assist or permit anyone else to do so;

- (b) not to remove or tamper with any copyright notice attached to or contained within the Electronic Platform. All ownership in the Electronic Platform remains with us;
- (c) not to use the Electronic Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions, or act fraudulently or maliciously, for example, by hacking into the Electronic Platform or any operating system;
- (d) not to infringe our intellectual property rights or those of any third party in relation to your use of the Electronic Platform, nor do or omit to do any act which would cause us to be in breach of our obligations to the third party vendor;
- (e) not to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Electronic Platform;
- (f) not to reproduce, duplicate, sub-list or transmit or use any data, information or real-time quotes on the Electronic Platform for commercial purposes or frame the same on a third party's website, and you shall not furnish such data, information or quotes to any other person or entity for any reason; and
- (g) not to access without authority, interfere with, manipulate, damage or disrupt:
 - (1) any part of the Electronic Platform;
 - (2) any device or network on which an Electronic Platform is stored or accessed;
 - (3) any software used in the provision of the Electronic Platform; or
 - (4) any device or network or software owned or used by any third party.

4. Biometric authentication

- 4.1 Use of biometric credentials: You may use your biometric credentials stored on the Designated Device to login to 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 images 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 images 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; and
- (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. Content and third-party service providers

- 6.1 We are primarily responsible for the technical operation of the Electronic Platform. The services made available through the Electronic Platform are primarily provided by us and certain other parties with whom we work.
- 6.2 The Electronic Platform may provide a range of information, advertisements, statements, reports and other information that may or may not have been customised for use by you. You acknowledge that:
 - (a) such information may have been prepared, compiled or produced by (i) us or (ii) a third party;

- (b) such information has not been investigated, verified, monitored or endorsed by us. The Bank, its affiliates and any relevant third party disclaim all representations and warranties in relation to such information, express or implied, to the fullest extent permitted by law;
 - (c) prior to relying or acting on any information, you must read and fully understand its content and its associated risks, and seek independent legal, financial or professional advice where necessary;
 - (d) such information is provided on an 'as is' and 'as available' basis, and we do not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of such information and the Bank, its affiliates and the relevant third party(ies) will not bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information, regardless of whether the information is provided by us, any of our affiliates or a third party; and
 - (e) unless otherwise stated, such information does not, is not intended to constitute, and shall not be deemed to constitute, an offer, solicitation or recommendation to any person of any part of the services.
- 6.3 Products and services available on the Electronic Platform are available only at the discretion of the Bank, its affiliates and the relevant third party(ies), subject to the separate terms and conditions on which they are offered and such products and services may be withdrawn or amended at any time without notice. Any exchange rate, prices of securities and funds, or information available on the Electronic Platform or otherwise made available to you is for reference only and is not binding. You shall be bound by the exchange rate, price or information offered by us specifically at the time of the relevant transaction.
- 6.4 To enrich your experience in using the Electronic Platform, we may from time to time make available to you various services through the Electronic Platform. These may be provided by third-party service providers. You agree and accept that:
- (a) where such services and their content are provided by a third-party service provider under a separate arrangement, you shall be subject to that service provider's terms and conditions;
 - (b) while we will take reasonable steps when selecting such service provider, no assurance or guarantee can be given and no warranty or representation is made as to the service, or its suitability, content, performance, accuracy, reliability or completeness or otherwise;
 - (c) under no circumstances will the Bank, its affiliates or the relevant third party(ies) be liable for any damage, whether direct or indirect, incidental or subsequent arising out of the use of and/or from the suspension, disruption or other non-availability of such services, or for any errors or omissions or other problems relating thereto;
 - (d) to enable you to use certain services, we may need to transfer some or all of your personal data to the service providers (please refer to the PICS and Privacy Policy for further details);
 - (e) before applying for the relevant services, you should consider and understand the terms and conditions as well as the personal data policy of that service provider;
 - (f) it is your sole responsibility to decide (having due regard to the descriptions provided by the service provider) if such services are suitable, whether or not to apply for such services, and whether or not to accept the service provider's terms and conditions and personal data policies (if any); and
 - (g) there are no guarantees as to the timeliness, sequence, accuracy or completeness of any data or other information and neither the Bank (or its affiliates) nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data,

message or information whether or not due to any negligent act of any such person, or to any other cause beyond the reasonable control of any such party.

- 6.5 You should contact the relevant service provider directly to resolve any questions and/or obtain further information and/or clarification regarding any such service.

7. Third party sites and software

- 7.1 The Electronic Platform may provide hyperlinks to other third-party websites (which may contain downloadable software) which are not affiliated with or in any way related to the Bank. They have been included on the Electronic Platform to enhance your user experience and are presented for information purposes only.
- 7.2 Your use of such websites (including any downloadable software) is wholly at your own risk. We are not in any way responsible for the content of any externally linked website or webpage. You understand that the content, accuracy or opinions provided by such third-party websites or the links to other websites have not been examined, verified, or approved by us and that we do not give any assurance or guarantee and make no warranty or representation as to the availability or the continued availability, timeliness suitability, correctness, reliability or completeness of any content in these third-party websites. By providing hyperlinks to an external website or webpage, the Bank does not and shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the content, including any services, software or products they provide, on their websites, or to have any form of cooperation with such third parties and websites unless otherwise stated by the Bank.
- 7.3 Before accessing these third-party websites, you must review the terms and conditions, privacy and cookie policies of these websites to understand how your use of that website may affect you. We are not a party to any contractual arrangements entered into between you and the provider of the external website unless otherwise expressly specified or agreed to by us.
- 7.4 We make no representations or warranties as to the accuracy, functionality or performance of any third-party software used in connection with the Electronic Platform or the compatibility of any particular device with the Electronic Platform. You agree that neither Apple Inc., Google Inc., Nasdaq Inc. nor the provider of any third-party software or service is under any obligation to provide any maintenance and support services for the Electronic Platform. We are not responsible for any third-party software that may be used in connection with the Electronic Platform.
- 7.5 You acknowledge that the use of any such software or service may be subject to a separate licence agreement with the software or service provider, and your failure to observe the terms of such licence agreement may result in an infringement of their intellectual property rights. You are solely responsible for ensuring that your devices meet the system requirements specified by such third party.

8. 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.

9. Intellectual property rights and information ownership

- 9.1 You must use the Electronic Platform responsibly and in accordance with these Terms and Conditions. You must not use the Electronic Platform for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- 9.2 You acknowledge that no right, title or interest other than the right to access the Electronic Platform in accordance with these Terms and Conditions is conveyed or transferred to you. You shall not make any representation or do any act which may be taken to indicate that you have any such right, title or interest.

- 9.3 The Electronic Platform and all content in the related materials are protected by copyright, trademark and other proprietary rights and laws. It is owned by, controlled by or licensed to the Bank, its affiliates and/or other relevant third parties.
- 9.4 You acknowledge that you have no right to access the Electronic Platform in source-code form and that you have no rights in the Electronic Platform other than the rights to use it in accordance with these Terms and Conditions. You shall not make any use of any content on the Electronic Platform without the Bank's prior written consent.
- 9.5 You must not, and must not assist or permit any other person to, tamper with, modify, decompile, reproduce, copy, distribute, use for creating derivative works or in any other way for commercial or public purposes, reverse engineer or otherwise alter in any way, or attempt to gain unauthorized access to, any part of the Electronic Platform. You undertake to notify us immediately upon becoming aware of any person doing any of the above.
- 9.6 Subject to Applicable Laws, you acknowledge that all information submitted to us via the Electronic Platform and all electronic records and documents in connection with any communication between us and you via the Electronic Platform shall be deemed to be and shall remain as our property.

10. Limitation of liability and disclaimer

- 10.1 Your use of the Electronic Platform is wholly at your own risk. The Electronic Platform is provided by us on an "as is" and "as available" basis. We give no representation or warranty or guarantee of any kind, whether express or implied, as to the quality or operation of the Electronic Platform, non-infringement, security, accuracy, merchantability, free from computer virus, fitness for a particular purpose or otherwise. All information provided on or through the Electronic Platform is for reference only.
- 10.2 To the fullest extent permitted by Applicable Laws, the Bank and its affiliates and the relevant third party disclaim and exclude all representations, warranties and liabilities, including, without limitation, 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.
- 10.3 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.
- 10.4 While we make reasonable efforts to provide the services to you through the Electronic Platform, you acknowledge that the internet is complex and rapidly advancing. Accordingly, while we are committed to developing our technological capabilities:
 - (a) the Electronic Platform and the services may not meet all of your requirements or expectations;
 - (b) access to the Electronic Platform may be subject to interruptions, failures of hardware or software, errors, transmission blackouts, delayed transmissions due to internet traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons;
 - (c) features of the Electronic Platform may from time to time be varied;

- (d) to help reduce any of these risks, we may set (and from time to time revise) limitations on the transaction size, payment transfer origins and destinations and other features of the services and the Electronic Platform and/or set user requirements; and
- (e) use of the services through the Electronic Platform may be restricted by the type, specification and/or configuration of your device.

11. Your confirmation and indemnity

- 11.1 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, agents, our affiliates and third-party service providers 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.
- 11.2 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 willful default or that of our officers, employees, agents, our affiliates or third-party service providers. The above indemnity shall continue to have effect after you cease to use the Electronic Platform, accounts and services.

12. 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.

13. 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.