

Ping An OneConnect Bank (Hong Kong) Limited

Services Terms and Conditions

1. Our accounts and services

- 1.1 Ping An OneConnect Bank (Hong Kong) Limited (the “**Bank**”, “**we**” or “**us**”, and includes our successors and assigns) provides digital banking services through a mobile application (the “**App**”) and provides internet banking services through our website at www.paob.com.hk when the App is not available (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 designated 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 (when made available in accordance with these Terms and Conditions);
 - (b) payment and funds transfer through the Faster Payment System;
 - (c) JETCO cardless withdrawal services, and
 - (d) 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, without any further notice or provision of any reasons.

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 the 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 prior notice to you in accordance with our usual practice and in accordance with any applicable law.
- 3.4 We may also vary any of these Terms and Conditions from time to time by giving reasonable prior notice to you in accordance with our usual practice and in accordance with any applicable law. If you continue to maintain any account(s) or use any services after the effective date of any such changes to the Terms and Conditions, you will be taken to have accepted the relevant changes made.
- 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 and/or arrangements are concerned. We will provide you with those other additional terms and conditions (if any) before you use the relevant services or arrangements, and/or conduct the relevant transactions.

4. Your personal data

- 4.1 You confirm that all personal data and any other information given to us is complete, true, accurate and up-to-date. **You must notify us of any material change to your personal data and/or any other information as soon as reasonably practicable.** You authorize us to contact any source(s) we consider appropriate including any credit reference agencies (where appropriate) to verify your personal data and other information.
- 4.2 You consent to 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 (the “**PICS**”). The PICS is given to you when you provided your personal data to us. You can also find the PICS in the App or on our website. You understand and agree that we may process and store your personal data

in or outside Hong Kong, including in Mainland China for the purpose of outsourcing activities.

- 4.3 You expressly consent that we may use and access your personal data for cybersecurity 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 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 full amounts and within the timeframe as specified 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), 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 Compliance with legal, regulatory or tax requirements: 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 any 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 Appointment of agents, contractors and service providers: We may appoint agents, contractors and service providers to assist us 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 Appointment of 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 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 and/or incur costs and expenses 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, and 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 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 unauthorized 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 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 the services, you have 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 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 (the “**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 limits and technical specifications (such as the mobile device type or model). We reserve the right not to provide the accounts and 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 do 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 set by you 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-border payment could not 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:** You should take reasonably practicable security measures such as those listed in Clause 10.2 below. You may be held liable for unauthorized transactions if you fail to take such security measures or if you have acted fraudulently or with gross negligence.

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 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 the 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 computers suspected to be infected by virus or use the services on any computers suspected to be infected by virus;
 - (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) (the "Devices"). You can visit HKCERT website for reference: <https://www.hkcert.org/mobile-security-tools>;
 - (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 internet networks when using Wi-Fi and disable the 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 unauthorized leak or unauthorized 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 authorization. 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 **Unauthorized transactions:** You are not liable for unauthorized transactions and any direct loss suffered by you 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 unauthorized transactions.**
- 11.2 **Failure to take security measures:** 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, or your Personal Credentials to obtain services or conduct transactions;
 - (b) if you fail to notify us as soon as reasonably practicable that you know or suspect that the Designated Device, or your Personal Credentials have been lost, stolen or compromised, or any unauthorized transaction has been conducted; and
 - (c) if you fail to take reasonably practicable steps to safeguard the security of the Designated Device, 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 authorized 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.
- 12.5 You expressly consent that we may use and access your personal data for cybersecurity purposes in relation to the App.

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 authorize 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 authorize us to act on the instructions received from you which have been authenticated through the verification of 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 and/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 authorize 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 dollars 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 dollars, 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 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 withdrawal and the related details is 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 Your savings account is 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 (the availability of time deposit services will be subject to any further notice that the Bank may give in accordance with these Terms and Conditions)**

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 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 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 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 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.

16 Payment and transfer service

- 16.1 You may make payments or transfer 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 Faster Payment System (“FPS”) of Hong Kong Interbank Clearing Limited (“HKICL”) or any other suitable and available means that we consider appropriate from time to time.
- 16.2 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 terms and conditions governing the HKICL FPS, which can be found at <https://fps.hkicl.com.hk/eng/fps/index.php>.
- 16.3 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 Services

16.4 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

16.5 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.

16.6 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 (the “Payee”). **You are responsible for providing complete and accurate information of each Payee.**

Payment or transfer instructions

16.7 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 authorize 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.

16.8 We have the right to refuse 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 Service

- 16.9 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 12 consecutive months (or such other time period as we may set from time to time).
- 16.10 You may terminate the payment and transfer service at any time by setting the daily transaction limit as “0” through the App.

17 Additional FPS Banking Services

17a. Faster Payment System

FPS Banking Services relating to Faster Payment System

- 17a.1 The provisions in this Clause 17a apply to our services relating to Faster Payment System. We provide FPS Banking Services (as defined 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 17a governs our provision of the FPS Banking Services to you and your use of the FPS Banking Services. The provisions in this Clause 17a prevail if there are any inconsistencies between this Clause and the other provisions of these Terms and Conditions insofar as the FPS Banking Services are concerned.
- 17a.2 **By requesting us to register any Proxy ID or to set up any eDDA on your behalf in the HKICL FPS, or by initiating any payment or money transfer using the HKICL FPS, you will be regarded as having accepted and having agreed to be bound by this Clause 17a. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or money transfer using the HKICL FPS unless you accept this Clause 17a.**
- 17a.3 In this Clause 17a, the following terms have the following meanings:
- "Addressing Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of any Participants to use predefined Proxy IDs instead of account numbers to identify the destination of a payment or money 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 authorization 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 authorization.

"**FPS Banking Services**" means the services we provide to customers from time to time to facilitate payments and money 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 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, money transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**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.

Scope of FPS Banking Services and conditions for use

17a.4 We provide the FPS Banking Services to customers to facilitate payment and money 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 and change 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.



- 17a.5 We may provide the FPS Banking Services to facilitate payment and money transfer in any currency specified by us from time to time.
- 17a.6 **In order to enable us to handle an instruction for you in relation to any payment or money 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.**
- 17a.7 All payment or money 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.
- 17a.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 reasons.

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

- 17a.9 In order to use the Addressing Service to receive payment or money 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 the Proxy ID to you.
- 17a.10 Registration and amendment of your 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.
- 17a.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 authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

eDDA Service

- 17a.12 In order to enable us to handle a request for you in relation to an 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 any 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

- 17a.13 Present genuine owner or authorized user of Proxy ID and accounts

You can only register your Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorized 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 authorized user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

17a.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 as the number or address registered by you on our contact information 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 not up-to-date in accordance with available information without your prior consent.

17a.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 money 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.**

17a.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 money transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

17a.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.

17a.18 Transactions binding on you

- (a) **For any payment or money transfer, once you confirm the details of a transaction and submit instructions to us, such instructions 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.**

17a.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 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 purpose or for any purpose other than those authorized 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 money transfer instructions or eDDA setup using Faster Payment System, you should mask or avoid sending the full name and/or other personal or confidential data of such recipients or counterparties to prevent any unauthorized display or disclosure of any personal data or confidential data.**
- (c) **If we offer a FPS Identifier as the Proxy ID to you, you must not repeatedly cancel the registration and request for another FPS Identifier in an attempt to generate a specific number or value that you desire.**

17a.20 Other obligations regarding payments and money transfers

Any instruction given by you in relation to the FPS Banking Services will be handled by us in accordance with this Clause 17a and other provisions of these Terms and Conditions. You must comply with the other obligations with respect to payments, money transfers and direct debit authorizations, including maintaining sufficient funds in the relevant accounts for settling payment and money transfer instructions from time to time.

Our responsibility and restriction of liability

17a.21 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 matters 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.

17a.22 Without reducing the effect of Clause 17a.21 or the other provisions of these Terms and Conditions:

- (a) we are not liable for the 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; or
 - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and
- (c) in no event will we (including our affiliates, group companies and our licensors) and our 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).

17a.23 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 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

17a.24 For the purposes of using the FPS Banking Services, you may be required to provide us with 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 money transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
- (c) your authorized 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**".

17a.25 You agree (and, where applicable, for and on behalf of each of your authorized persons and representatives) that we may collect, use, process, retain and/or transfer any of the Customer Information for the purposes of the FPS Banking Services. Such purposes may 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) any other purposes relating to any of the above.

17a.26 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, the eDDA Service and the FPS Banking Services.

17a.27 If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clause 17a.24(b) or 17a.24(c)),

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 17a.

17b. JETCO Cardless Withdrawal Service

17b.1 The provisions in this Clause 17b apply to our Joint Electronic Teller Services Limited (“**JETCO**”) cardless withdrawal service (the “**JETCO Cardless Withdrawal Service**”). The JETCO Cardless Withdrawal Service is a service where you may, through our App, provide cash withdrawal instructions to the Bank and withdraw cash from a JETCO Member Bank ATM (the “**JETCO ATM**”) without presenting an ATM card. The JETCO ATM is provided and operated by JETCO Member Banks. The JETCO Cardless Withdrawal Service is therefore subject to the rules, guidelines and procedures imposed by JETCO Member Banks in relation to the use of ATM from time to time.

17b.2 In this Clause 17b and the other provisions of these Terms and Conditions, the following terms have the following meanings:

“**ATM**” means automatic teller machine and includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

“**ATM card**” means the card or other device through which you may access an account by an ATM.

“**JETCO Member Bank**” means any member banks of the JETCO ATM network.

“**QR Code**” means the Quick Response Code provided by JETCO for the JETCO Cardless Withdrawal Service.

Use of the JETCO Cardless Withdrawal Service

17b.3 To use the JETCO Cardless Withdrawal Service:

- (a) You must log on to the App and provide your cash withdrawal instructions to the Bank to withdraw cash from your savings account (the “**Withdrawal Instruction**”).
- (b) You should visit any of the JETCO ATMs located in Hong Kong that support cardless withdrawal transaction. Each JETCO ATM which has a “JETCO cardless withdrawal” sticker attached on it will display a QR code and you should scan the QR code with the App to withdraw cash in the amount specified in the Withdrawal Instruction.
- (c) Each Withdrawal Instruction has a validity period of 60 minutes from the time when the Withdrawal Instruction is successfully set up through the App (the “**Validity Period**”). If you do not withdraw the cash in accordance with Clause 17b.3(b) above within the Validity Period, the Withdrawal Instruction will expire and be automatically cancelled, and we will not proceed to act on the Withdrawal Instruction.

- (d) You should ensure there is available and sufficient funds in the savings account; otherwise, we will not proceed to act on the Withdrawal Instruction and the transaction will be rejected at the JETCO ATM.
- (e) You may cancel the Withdrawal Instruction through the App before you scan the QR code on the JETCO ATM to make the withdrawal.

Withdrawal Limit

- 17b.4 You are required to set the daily withdrawal limit through the App, and within the maximum withdrawal limit set by us, by following our prescribed procedures from time to time.
- 17b.5 JETCO ATMs may have different maximum and minimum transaction amounts for every cash withdrawal made through an ATM. If the amount of the withdrawal exceeds the transaction limit, the transaction will be rejected at the ATM and the Bank will not act on the Withdrawal Instruction.

Our rights

- 17b.6 We have the right to set and change the terms and conditions for using the JETCO Cardless Withdrawal Service, including the minimum and/or maximum amount of the withdrawal limit, whether per day, per month or per withdrawal.

Suspension or termination of the JETCO Cardless Withdrawal Service

- 17b.7 We may suspend or terminate your access to and/or use of the JETCO Cardless Withdrawal Service or decline or reject any Withdrawal Instruction for any reason, at any time and without prior notice.

Restriction of liability

- 17b.8 In addition to and without reducing the restriction of our liability under these Terms and Conditions:
- (a) JETCO Cardless Withdrawal Service is provided and operated by JETCO Member Banks in conjunction with JETCO. We do not represent or warrant that the JETCO Cardless Withdrawal Service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that we may offer from time to time.
 - (b) Unless any laws prohibit us from excluding or limiting our liability, we are not liable for any loss that you incur:
 - (i) in connection with the use or attempted use of the JETCO Cardless Withdrawal Service, or your instructions, or any unauthorised transactions through or in connection with the JETCO Cardless Withdrawal Service;
 - (ii) due to any delay or any unsuccessful withdrawal of cash at any JETCO ATM as a result of the unavailability of the JETCO Cardless Withdrawal

Service, the unavailability of cash in the JETCO ATM and/or the unavailability of a JETCO ATM near you;

- (iii) if your savings account is closed, frozen, or inaccessible for any reason; or
 - (iv) if you are unable to log on to the App to use the JETCO Cardless Withdrawal Service because you incorrectly typed in or forgot your user ID or login password, or otherwise.
- (c) You shall indemnify us and keep us indemnified against any consequences, claims, proceeding, losses, damages or expenses (including all legal costs on an indemnity basis) which are of reasonable amounts whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or wilful default on our part) that may arise or be reasonably incurred by us in providing the JETCO Cardless Withdrawal Service to you arising out of or in connection with any improper use of the JETCO Cardless Withdrawal Service.

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 unutilized credit facilities, or determine whether or not to permit utilization of any unutilized 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;

- (b) 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
- (c) 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. We may provide paper statements upon request, and 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, unauthorized transactions or irregularities. You should notify us as soon as reasonably practicable of any items which you believe are errors, discrepancies, unauthorized transactions or irregularities and, in any case, within 90 days from the date of the account statement.**

20.3 If we do not receive any report on errors, discrepancies, unauthorized transactions or irregularities from you within 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, unauthorized 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 30 days' prior notice and after completing the necessary account closure procedures as specified by us from time to time and paying any outstanding amount. We may accept a shorter period of notice for termination 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 from time to time.

By us

21.2 We may close your account and terminate the services at any time by giving you at least 30 days' prior notice. We need not give a reason for doing so. 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 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 if we reasonably consider that you have breached your obligations under these Terms and Conditions, or if the account is being used or is suspected of being used for illegal activities, or if your account carries a zero balance for at least 12 consecutive months.

21.4 If according to our records, there has been no transactions or activity on your account for 12 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 or on our website, when it is so posted;
- (b) if sent by post, 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 Should you have any enquiries or complaints, or if you require additional information regarding our accounts and services, please contact our customer service hotline at: (852) 3762 9900 (available 24 hours a day, including public holidays) or e-mail us at: paob_cs@pingan.com (For general enquiries) or at: paob_feedback@pingan.com (For any feedback or complaints).

22.3 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.

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 withdrawals) given by or relating to you or your authorized 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 authorized 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, “**Financial Crime Compliance**” refers to any actions taken 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

In these Terms and Conditions:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) “**business day**” means a day on which banks are open for business in Hong Kong;
- (d) “**including**” is not a word of limitation and will be interpreted to mean including, without limitation;
- (e) “**person**” includes an individual, corporation, or other entity; and
- (f) “**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

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

23.9 No waiver

Any 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 the English versions.

Personal Information Collection Statement

This Statement explains why the Bank collects your personal data, how the Bank uses and handles your personal data, and other matters relating to your personal data or the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (the “**Ordinance**”). Collection of personal data

1. The Bank may collect your personal data and the personal data of other individuals connected with you (the “**Other Individuals**”) from time to time. If you do not supply the personal data, the Bank may be unable to open or continue to maintain bank accounts for you or provide or continue to provide services to you.
2. The Bank may also compile further personal data about you and the Other Individuals during the continuation of the banking relationship between you and the Bank.

Types of personal data

3. The personal data collected and compiled by the Bank usually includes the full name, identity card number, date of birth, biometric data, address, contact details and other information relating to the relevant accounts and transactions.

Use of personal data

4. The Bank may use the personal data for one or more of the following purposes from time to time:
 - (a) assessing and processing your applications or requests for accounts, services, products or activities;
 - (b) providing, maintaining and managing the accounts, services, products and activities provided by the Bank, and enabling you to use and operate them;
 - (c) establishing and verifying identity as required or appropriate from time to time;
 - (d) conducting ongoing assessments on whether it is appropriate for the Bank to provide or continue to provide accounts, services, products and activities to you;
 - (e) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally takes place one or more times each year;
 - (f) creating and maintaining the Bank’s credit scoring and risk management models;
 - (g) creating and maintaining credit history and records about you and the Other Individuals;
 - (h) assisting other financial institutions to conduct credit checks, if requested by you or if required or permitted by regulatory requirements or industry practices;
 - (i) assessing and ensuring your ongoing credit worthiness;
 - (j) designing financial services or related products for you or for the Bank's customers generally;
 - (k) marketing services, products and other subjects (please see further details in paragraph (7) below);
 - (l) determining amounts owed to or by you, and enforcing the Bank's rights and powers in connection with the accounts, services, products or activities provided by the Bank to you, including recovering any amount payable to the Bank;
 - (m) complying with the obligations, requirements or arrangements for disclosing and using personal data that apply to the Bank or that the Bank is expected to comply according to:

- (1) any law in or outside Hong Kong, whether existing currently or in the future, including but not limited to the laws relating to the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions or other unlawful activities, and/or acts or attempts to circumvent or violate these laws (collectively known as “**Crime-countering Matters**”) (e.g. the Hong Kong Inland Revenue Ordinance requiring automatic exchange of financial account information amongst tax authorities in Hong Kong and overseas);
 - (2) any guideline, direction, demand or request issued by any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies of financial institutions, or stock exchanges (collectively known as “**Authorities and Organisations**”), whether existing currently or in the future, including those relating to any law or Crime-countering Matters (e.g. guideline issued by the Hong Kong Inland Revenue Department on automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with any of the Authorities and Organisations that is assumed by or imposed on the Bank by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant Authority or Organisation;
- (n) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing personal data and information within the group of the Bank and/or any other use of personal data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (o) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (p) comparing or matching personal data in which:
- (1) comparing personal data for credit checking, data verification or otherwise producing or verifying data; or
 - (2) matching personal data (as defined in the Ordinance), but broadly includes comparison of two or more sets of your data
- for purposes of taking adverse action against you such as declining an application or purposes specifically provided for in any particular service or facility offered by the Bank; and
- (q) purposes relating thereto.

Disclosure of personal data

5. Personal data held by the Bank will be kept confidential but the Bank may provide the personal data to the following persons from time to time for the purposes set out in paragraph 4 above:
- (a) any agent, contractor or third party service provider who provides services or technology to the Bank in connection with the Bank's business and operation,

including administrative, telecommunications, data processing, computer, electronic, digital or mobile services or technology, payment services or technology, handling and processing disputes and investigation relating to transactions or card schemes, telemarketing or direct sales, customer service centre, or other services or technology to the Bank in connection with the operation of its business;

- (b) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep the personal data confidential;
- (c) any other financial institution or any other person who needs to be provided with the personal data in order for the Bank to provide or for you to use the accounts, services, products and activities;
- (d) credit reference agencies, and in the event of default, to debt collection agencies;
- (e) any person to whom the Bank is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any Authorities and Organisations with which the Bank are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank with any Authorities and Organisations, all of which may be within or outside Hong Kong and may be existing currently and in the future;
- (f) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of you; and
 - (1) the Bank's group companies;
 - (2) third party financial institutions and providers or operators of card schemes, payment systems or payment network;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations.

6. Your personal data may be transferred to a place outside Hong Kong.

Use of personal data in direct marketing

7. The Bank intends to use your personal data in direct marketing and the Bank requires your consent for that purpose. In this connection, please note that:

- (a) your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Bank from time to time may be used by the Bank in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, cards (including credit card, debit card, payment card and stored value card), banking and related services and products;

- (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (1) the Bank's group companies;
 - (2) third party financial institutions, insurers, card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the personal data described in paragraph (7)(a) above to all or any of the persons described in paragraph (7)(c) above for use by them in marketing those services, products and subjects, and the Bank requires your written consent for that purpose; and
- (e) the Bank may receive money or other property in return for providing the personal data to the other persons in paragraph (7)(d) above and, when requesting your consent as described in paragraph (7)(d) above, the Bank will inform you if it will receive any money or other property in return for providing the personal data to the other persons. **If you do not wish the Bank to use or provide to other persons your personal data for use in direct marketing as described above, you may exercise your opt-out right by notifying the Bank.**

Code of Practice on Consumer Credit Data

8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, you have the right:
- (a) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (b) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any

default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. "Account repayment data" includes the amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (8)(b) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against you, the account repayment data (as defined in paragraph (8)(b) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by you with evidence to the credit reference agency, whichever is earlier.
11. The Bank may have obtained a credit report on you from a credit reference agency in considering any application for credit. In the event you wish to access the credit report, the Bank will advise you of the contact details of the relevant credit reference agency.

Your right of access and correction of your personal data

12. You have the right:
 - to check whether the Bank holds your personal data and to access your personal data held by the Bank;
 - (a) to require the Bank to correct any of your personal data which is inaccurate; and
 - (b) to ascertain the Bank's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Bank.
13. In order to enable the Bank to process any data access or data correction request, you will have to provide information to verify your identity and your right to access or correct the personal data. The Bank may charge a fee for processing a data access request which must not be excessive.
14. Please address your data access and data correction requests or requests for information about the Bank's personal data policies and practices to the Bank's Data Protection Officer as follows:

The Data Protection Officer

Ping An OneConnect Bank (Hong Kong) Limited

Room 1903-04, 19/F, NEO,

No.123 Hoi Bun Road,



Kwun Tong, Kowloon,

Hong Kong.

The Bank's privacy policy

The Bank's privacy policy sets out its security policy and practices in handling personal data, including the Bank's policy in using "cookies". You may read the privacy policy which is available [here](#).

15. Nothing in this Statement shall limit your rights under the Ordinance.

If there is any inconsistency between the English version and Chinese version of this Statement, the English version shall prevail.

Declaration of Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS)

1. Under penalties of perjury, I declare that I have examined the information provided in this application and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:
 - I am the individual that is the beneficial owner of all the income to which this application relates or am using this application to document myself for FATCA purposes.
 - The person named on this application is not a U.S. person,
 - The income to which this application relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income, and
 - For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions of IRS Form W-8BEN-E.
2. Furthermore, I authorize the information in this application to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this application becomes incorrect.
3. I acknowledge and agree that (a) the information contained in this application is collected and may be kept by Ping An OneConnect for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by Ping An OneConnect to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112 of the Laws of Hong Kong).



4. I certify that I am the account holder of all the account(s) to which this application relates.
5. I undertake to advise Ping An OneConnect of any change in circumstances which affects the tax residency status of the individual identified in this application or causes the information contained herein to become incorrect, and to provide Ping An OneConnect with a suitably updated self-certification form within 30 days of such change in circumstances.
6. I declare that the information given and statements made in this application are, to the best of my knowledge and belief, true, correct and complete.
7. I undertake to fully cooperate with Ping An OneConnect to ensure it meets its obligations under applicable laws, regulations and directives in connection with my account(s).

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).