

**CHINA MINSHENG BANKING CORP., LTD., HONG KONG BRANCH**  
**TERMS AND CONDITIONS FOR**  
**ELECTRONIC BANKING SERVICES (PRIVATE BANKING)**

These terms and conditions are the general terms and conditions governing and regulating the provision of Private Banking electronic banking services by China Minsheng Banking Corp., Ltd., Hong Kong Branch in Hong Kong.

These terms and conditions may be amended, supplemented and/or replaced by the Bank from time to time (collectively, "**Terms and Conditions**").

**1. INTERPRETATION AND CONSTRUCTION**

1.1 In these Terms and Conditions, unless the context otherwise requires:

"**Account**" means (i) any of your account(s) maintained with us which is/are accessible through the E-Banking Services including the account(s) referred to in Clause 6.4 and (ii) any other account(s) in addition to or in substitution for the account(s) you may initially access through the E-Banking Services;

"**Bank Member**" means any of our affiliates, our ultimate holding company ("**Ultimate Holding Company**"), any entity in which the Ultimate Holding Company has a direct or indirect interest, or any bank or member of a group of the banks with which we maintain any form of alliance;

"**Channel**" means (i) the internet website at <http://www.cmbc.com.hk> and other internet website(s) we may designate from time to time; and (ii) our other virtual addresses or resources on the internet which is/are functionally analogous to, or in connection with, such internet website(s);

"**Content**" means any information, images, links, sounds, graphics, videos, software, quotes, news and research data or other materials we provide through the E-Banking Services;

"**Digital Signature**" has meaning ascribed thereto in Section 2 of the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong);

"**E-Banking Services**" means the Private Banking electronic banking services (on the internet via Internet Banking, telephone or application software ("app") via Mobile Banking, or other electronic networks or devices as advised by us) which we provide to you at our discretion from time to time pursuant to these Terms and Conditions;

"**Electronic Instruction**" means any communication, instruction, order, message, data, information, application, document or other materials received by us through the E-Banking Services and referable to your Security Codes from or purporting to be from you;

"**File Transfer**" means a batch of instructions in connection with the E-Banking Services contained in a file downloaded from your database;

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

"**Internet Banking**" means a part of E-Banking Services that enables you to access banking services through the internet at websites and devices as advised by us from time to time.

"**Login ID**" means a sequence of numbers and/or letters and/or a set of entrance or transaction codes generated by the System or a Security Device for the purposes of identifying your identification for your log-on of the E-Banking Services;

"**Mandate**" means all written authorisations and mandates provided by you to us,;

"**Mobile Banking**" means a part of the E-Banking Services that enables you to access banking services at app(s) and device(s) as advised by us as advised by us from time to time.

"**Personal Data**" means data which relate to an individual who can be identified (i) from those data or (ii) from those data and other information which are in our possession or are likely to come into our possession;

"**Providers**" means:

- (a) any person, firm, company or organisation within or outside Hong Kong, including any third party, which from time to time, participates or is involved in, directly or indirectly, providing services or products through the E-Banking Services;
- (b) any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us in connection with our business operations;
- (c) any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting services provider, call centre, outsourced service provider, internet service provider, equipment and software providers and other service providers and/or network providers involved in provision of the E-Banking Services or any other ancillary or supporting service from time to time; and
- (d) our agents for storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items which indicates your identity, or any data or records or any documents whatsoever;

**"Security Code"** means the Login ID and any other personal or log-on identification numbers or passwords, information for security purposes generated by or shown on Security Devices and other codes and processes in connection with the access to and use of the E-Banking Services issued by us from time to time;

**"Security Device"** refers to a security token, any electronic device with encoded electronic strip and/or chip to provide user identification and/or digital signature generation or such other device, equipment, machine or method which we provide to you from time to time which shall be used together with the Security Code or Login ID for accessing and/or using (as the case may be) the E-Banking Services;

**"System"** refers to the hardware, server system, data processing system, security system, computer teletransmission and telecommunications system, operating system, dedicated applications and all software, as may be upgraded, modified or altered from time to time, used for the purpose of providing, supporting and/or otherwise in connection with the E-Banking Services as a whole;

**"Transaction"** means any transaction or operation made or performed, processed or effected by utilising the E-Banking Services by you, including but not limited to:

- (a) any administrative function including without limitation to the request for issuance of new Security Codes and unlocking of any Account or Security Device; and
- (b) any other banking transaction that may be made available through the E-Banking Services from time to time;

**"User Guide"** means such user guide or documents (including electronic records), setting out our guidance for the use of the E-Banking Services, as may be amended by us from time to time;

- 1.2 In these Terms and Conditions, "you" or "your" refers to the customer; "we", "us", "the Bank" or "our" refers to China Minsheng Banking Corp., Ltd., Hong Kong Branch and any Bank Member which provides any services pursuant to these Terms and Conditions and shall be construed to include its successors in title, assigns and transferees. A "Party" means you or the Bank.
- 1.3 Words importing the singular also import the plural and vice versa. References to one gender include a reference to the other.
- 1.4 References to Clauses and Sub-clauses are references to clauses and sub-clauses of these Terms and Conditions.

## 2. **SECURITY**

- 2.1 You will comply with all of our requirements, guidance, instructions and specifications in connection with the Security Devices and/or Security Codes (including without limitation to any registration and activation procedures) as we may give at any time and from time to time (which, to the extent permitted by applicable law, can be given at our sole and absolute discretion). Without prejudice to the generality of the foregoing, you will not at any time (a) activate or attempt to activate or register a Security Device and/or Security Code issued to any other person(s) or (b) permit a Security Device and/or Security Code issued to you to be activated or registered by any other person(s).
- 2.2 The Security Codes and/or Security Devices may be delivered to you by mail to your last known address or in such other manner as we may decide. If we deliver the Security Codes and/or Security Devices to you, you will bear all risks in connection with and/or incidental to such delivery and agree to hold us harmless if any other person obtains and/or utilise any of the Security Codes which we intend to deliver to you.

- 2.3 You will keep your Security Codes and/or Security Devices safe and confidential. You will use your best endeavours to preserve the integrity and security of the E-Banking Services and maintain such integrity by ensuring no unauthorised use of any Security Code, Security Device or the E-Banking Services occurs.
- 2.4 Before you can access E-Banking Services, you must sign an application and obtain your Security Devices and/or Security Codes via the means provided by us. We may reject your application, without giving any reason.
- 2.5 Two-factor authentication by using a Security Device prescribed by us is mandatory to access E-Banking Services. You must follow the directions and procedures as specified by us from time to time for device activation and access to E-Banking Services using the Security Device, failing which you may not be able to access the E-Banking Services. You may request to replace a Security Device if it malfunctions, runs out of battery or is lost. We will impose a service charge where the old device is physically damaged, lost or if you fail to return the Security Device to us upon termination of your E-Banking Services. You will not temper with, copy, exploit or otherwise deal with the Security Device except using it to access a service provided by us. Where we provide you with a Security Device, you agree to complete its activation process within the activation period where necessary.
- 2.6 **If you are in full compliance with the obligations set out in these Terms and Conditions and provided that you do not act dishonestly, recklessly or in a manner which is grossly negligently, we will compensate you for the DIRECT LOSSES you suffer as a result of any unauthorised transactions which directly result from:**
- (a) **a crime that the security system of the E-Banking Services fails to prevent; and/or**
  - (b) **human or system error caused by us or which is under our control; and/or**
  - (c) **gross negligence or fraud by us or our staff.**
- 2.7 **Notwithstanding any terms to the contrary, and to the maximum extent permitted by applicable law, we assume no liability for any loss of profits, any loss of data, any indirect loss or any loss other than as set out in Clause 2.4, whether or not we have been advised of the possibility of such loss or damage.**
- 2.8 Unless you duly notify us in accordance with the requirements set out in Clause 3, the correct entry of a Login ID together with the use or entry of the corresponding Security Code(s) is conclusive evidence of the authenticity of the data or instruction and authority of the originator of such data or instruction which we are entitled to rely and act on, as if the same were duly carried out or transmitted by you. You shall be wholly and solely responsible and liable for any losses, damages and expenses thereby caused or incurred and you waive all rights and remedies against us, each of our Bank Members and the Providers in connection with such loss, damage or expense. You shall also be responsible and shall be liable for all Transactions.
- 2.9 You will use Digital Signatures and/or the Security Codes as a security procedure in relation to all instructions and data which are signed with Digital Signatures and/or referable to your Security Codes. Unless you duly notify us in accordance with the requirements set out in Clause 3, we are entitled to rely on such Digital Signatures and/or Security Codes as conclusive evidence that data and instructions signed with such Digital Signatures and/or referable to your Security Codes are authorised by you.
- 2.10 We may at any time and from time to time, at our sole and absolute discretion, cancel without notice, the use, or require the replacement or modification of, any Security Device and/or Security Codes and we shall not be liable to you or to the Users for any loss, damage or expense as a result thereof.

### **3. UNAUTHORISED ACCESS TO SECURITY DEVICES**

- 3.1 You will notify us immediately if you reasonably believe that any Security Device is compromised or if there has been any unauthorised use of Security Codes or Security Devices. If you notify us of such incident orally, you must also provide us a written notice of substantially the same information within 24 hours after such oral notice.
- 3.2 Once you notify us in accordance with Clause 3 concerning a compromised Security Device or any unauthorised use of Security Codes, we will as soon as reasonably practicable cancel the compromised Security Device and/or Security Codes and use reasonable endeavours to stop the processing of outstanding instructions originating from the compromised Security Device and/or Security Codes. If, however, you wish any such instructions to be carried out, you may re-instruct us to carry out those instructions. **You will be bound by all instructions and Transactions resulting from any instruction(s) made which is/are referable to your Security Code which we rely upon prior to such cancellation, or the processing of which we, using reasonable endeavours, are unable to stop. Following the occurrence of any event referred to in this Clause 3, we may at our sole and absolute discretion issue a replacement Security Device and/or Security Codes and charge a replacement fee.**

3.3 We are not deemed to have received any notice given under Clause 3.1 unless we have acknowledged receipt in writing. Such notice will be acknowledged as soon as reasonably practicable.

#### **4. ELECTRONIC INSTRUCTIONS**

4.1 We, each of the Bank Members and the Providers are under no obligation to investigate the authenticity or authority of persons effecting Electronic Instructions or to verify the accuracy and completeness of Electronic Instructions. Accordingly, we, any of the Bank Members and the Providers may treat Electronic Instructions as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding of all or any part of an Electronic Instruction. You agree that we shall not be liable for any loss, damage or expense suffered by you as a result of:

- (a) Any Electronic Instruction being inaccurate, inadequate or incomplete in any aspect; and/or
- (b) any failure, refusal, delay or error by any third party through whom any such Electronic Instruction is transacted.

4.2 In general, an Electronic Instruction once given and accepted cannot be altered or cancelled. If you request us to cancel or amend an Electronic Instruction, we will take reasonable endeavors to give effect to such request on a commercially reasonable effort basis. Notwithstanding the foregoing, we shall not be obliged to give effect to any request to cancel or amend any Electronic Instructions.

4.3 You acknowledge and agree that we may at any time:

- (a) at our sole and absolute discretion and without giving any reasons, require you to prove your identity by any means (including those means not described in these Terms and Conditions);
- (b) require any Electronic Instruction to be confirmed through alternative means (including in writing, given in person at a branch, by fax, and etc. and other means not described in these Terms and Conditions);
- (c) decline to act on an Electronic Instruction at any time without prior notice or giving any reason, including to:
  - (i) refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity thereof; or
  - (ii) decline to act on an Electronic Instruction where it is ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data; or
  - (iii) decline to act on an Electronic Instruction which may have lapsed, been rendered invalid due to failure to comply with applicable conditions or is cancelled by the relevant regulatory or governmental body; or
  - (iv) decline to act where any Electronic Instruction would cause you to exceed your applicable transaction or Account limits; or
  - (v) decline to act where any Electronic Instruction would result in any insufficiency of funds; or
  - (vi) determine the order of priority in effecting Electronic Instructions, Transactions and other existing arrangements you have made with us (for example, cheques, standing orders and Interbank transfers); or
  - (vii) any other Electronic Instruction we consider impractical and unreasonable.

without incurring any responsibility for loss, damage, liability or expense arising out of so declining to act.

4.4 You agree and acknowledge that Electronic Instructions may not be received by us, and we may not process any Electronic Instructions promptly or after the working hours or in a timely manner, and that we will not thereby be liable for any loss, damage or expense.

4.5 When we act on an Electronic Instruction, we act on a commercially reasonable effort basis but shall not be responsible for any acts and omissions while acting in a reasonable manner in carrying out the Electronic Instructions.

4.6 Even after the termination of these Terms and Conditions, we may (but are not obliged to) carry out any outstanding Electronic Instruction you made prior to such termination.

#### **5. HARDWARE AND SOFTWARE REQUIREMENTS**

- 5.1 You will provide your own equipment or facilities (including but not limited to electronic hardware or software such as terminal, ancillary basic software, modem, and telecommunications facilities) for accessing and using the E-Banking Services. We will notify you of the minimum hardware and software requirements from time to time in connection with the E-Banking Services (the "**Minimum Requirements**").
- 5.2 We may at any time upgrade, modify or alter the E-Banking Services. You shall make any necessary alteration to your own equipment or facilities to facilitate continued access to and use of the E-Banking Services.
- 5.3 At your request, we may at our sole and absolute discretion agree to grant you a licence to use software developed for the E-Banking Services for the time being (the "**Software**") together with the User Guide containing the Software's features, functions and operation instructions. Such licence shall be granted on the following terms:
- (a) You must specify in your request the number of copies of Software required, the machines and the location of the machines on which each copy is to be installed;
  - (b) We will deliver to you such number of copies of the Software which we agree to provide, for installation on such machines as we think fit;
  - (c) We will, upon delivery of the Software to you, grant you a non-exclusive right to use the Software solely on the machines referred to in Clause 5.3(b) above without requiring any royalty from you and for the period until the termination or expiry of these Terms and Conditions;
  - (d) You undertake not to make copies of, distribute, modify, or reverse engineer any part or all of the Software;
  - (e) **All warranties made by us and all of our responsibilities and/or liabilities have been expressly set out in the Terms and Conditions and there are no implied warranties, responsibilities and/or liabilities on our part (whether implied by law or otherwise) against us;**
  - (f) We warrant we are the lawful licensee of or have all necessary legal rights to make available to you, use of the Software in accordance with the Terms and Conditions.
- 5.4 At your request, we may at our sole and absolute discretion, assist you to install the Software on the following terms and conditions:
- (a) We will assist you to install the Software on the machines referred to in Clause 5.3(b) at such dates and times as agreed by you and us, provided that we will not install the Software at a date and time outside our business hours;
  - (b) We are not obliged to:
    - (i) ensure that the Software is compatible with or able to run on your computer system or mobile device and that your computer system or mobile device is configured to run the Software;
    - (ii) ensure that your computer system or mobile device or any programmes on your computer system or mobile device will not cause conflicts with the Software;
    - (iii) correct errors or defects to your computer system or mobile device or any programmes on your computer system or mobile device howsoever caused; or
    - (iv) ensure software support and maintenance of the Software on your computer system or mobile device or of your computer system or mobile device;
  - (c) We may charge you for assisting you in installing the Software;
  - (d) We will appoint an employee or agent to assist you in installation. You will cooperate with our employee or agent and comply fully and promptly with all reasonable directions given by our employee or agent or by us in respect of the installation of the Software;
  - (e) **While it is our policy to ensure that the installation of the Software is carried out with due diligence and care, we do not warrant the quality of the installation and expressly exclude all implied warranties against us (whether implied by law or otherwise and to the maximum extent permitted by applicable law). We assume no responsibility or liability (to the maximum extent permitted by applicable law) to you in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, damages, expenses or costs (whether direct or indirect, or whether foreseeable or not) which you may suffer or incur arising from or referable to the installation of the Software or the operation of the Software, unless**

**this is caused by our gross negligence or fraud or that of our officers, employees or agents.**

(f) Nothing in these Terms and Conditions shall limit or exclude our liability in respect of death or personal injury arising from our negligence or that of our officers, employees or agents.

5.5 You will comply with the User Guide and keep, and use best endeavours to procure any person given access to the User Guide to keep confidential, all information contained in the User Guide, unless such information is already in the public domain through no breach of you. You must not, nor permit any person to, make copies of all or part of any User Guide other than for the purpose of your own access or use of the E-Banking Services.

## **6. ESTABLISHMENT OF SERVICES AND ACCOUNT MANDATES**

6.1 You will provide us in writing the Mandate for each of the E-Banking Services. Upon our receipt of the duly completed Mandate, we will input such information into the System and activate the System to find the corresponding information as soon as reasonably practicable. The Security Device and the Security Codes will be issued by us in the form and manner prescribed by us from time to time.

6.2 We are not obliged to input any of the information or to activate the System if we are of the view that there is any discrepancy, ambiguity, or contradiction in such information. **However, we will not be liable for any losses, damages, costs and expenses which you suffer or incur to you if we proceed to input any of the information or to activate the System despite such discrepancy, ambiguity or contradiction.**

6.3 The Mandate for any E-Banking Services applies only in connection with the E-Banking Services. Any change to the Mandate for E-Banking Services will in no way affect such Mandate for any other service provided by us (whether it be another of the E-Banking Services or a service provided under other agreements), and vice versa.

6.4 You will open and/or maintain an account or accounts (hereinafter called “**the said Account**”) with us in accordance with our standard terms and conditions governing accounts opening. If you close the said Account, the E-Banking Services will also be terminated and the provisions of Clause 12.3 will apply.

6.5 Notwithstanding anything stipulated otherwise in these Terms and Conditions, we reserve the right:

- (a) to reject your application for the E-Banking Services without giving reasons; and
- (b) to modify, vary, suspend or terminate some or all of the E-Banking Services at any time without giving any notice or reasons and without any liability or responsibility.

## **7. USE OF E-BANKING SERVICES**

7.1 We are not deemed to have properly received any data or instructions transmitted via the E-Banking Services until the E-Banking Services indicate that such data or instructions are received by the host system of our E-Banking Services. We will as soon as reasonably practicable, transmit an acknowledgement of such receipt. Such acknowledgement only confirms that we have received such data or instruction.

7.2 Data and/or instructions given and received through the E-Banking Services after the relevant cut-off time on any day (as determined by us from time to time and notified to you in advance) will be treated as data or instructions given and received on the next day on which we are open for business. We may process such data or carry out such instructions on such next day provided that such data or instructions may still be feasibly and reasonably processed or carried out (as we may determine at our sole and absolute discretion). If such data or instructions cannot be feasibly and reasonably processed or carried out (as we may determine in our sole and absolute discretion), we may refrain from carrying out such data or instructions without notice.

7.3 If your instruction has not been accepted by Internet Banking or Mobile Banking for any reason (for example, insufficient account balance, or after cut-off time), please try again. Internet Banking and Mobile Banking will not reprocess your instruction automatically. Our System may process your instruction without checking even if it conflicts with other information.

7.4 You acknowledge that banking and other services made available via the E-Banking Services are subject to limitations and that you may not be able to effect certain transactions via the E-Banking Services even if such transactions could be effected when instructions are given to us otherwise than via the E-Banking Services and E-Banking Services are provided as an additional service or channel to receive instructions from you, and shall not be considered as a substitute for other accepted methods of giving instructions. You will

use other methods or channels to give instructions to us if E-Banking Services are not available. You also recognise that there may be occasions when the E-Banking Services are disrupted or delayed from time to time for whatever reason and are not available for access or use. We will, on such occasions, use all reasonable endeavours to re-establish the E-Banking Services as soon as reasonably practicable.

- 7.5 We may from time to time and without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Channel, the E-Banking Services, the Security Codes, the Content or any information, services or products provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing the E-Banking Services. The information provided through the E-Banking Services including but not limited to the Content, the specifications, prices, availability and other details of the products and services provided through the E-Banking Services may be modified, deleted, or replaced from time to time and at any time at our sole and absolute discretion, provided that any change which affects fees and charges payable by you and/or your liabilities or obligations hereunder shall take effect only 30 days after such change has been notified to you (via E-Banking Services or by posting on the Internet Banking website(s), Mobile Banking app(s) or otherwise).
- 7.6 We do not warrant that the E-Banking Services or any of the Content or the Security Codes will be uninterrupted or free from errors or that any identified defect will be corrected. Further, no warranty is given that the E-Banking Services, the Security Codes and the Content are free from any computer virus or other malicious, destructive or corrupting code, agent, programme or macros.
- 7.7 The Bank and the Providers shall in no event be liable to you or any other person for:
- (a) any indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the Channel, the E-Banking Services, the Content, or reliance on the Content, howsoever caused and regardless of the form of action (including tort or strict liability); and/or
  - (b) any downtime costs, loss of revenue or business opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software;
- even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.
- 7.8 You will not use E-Banking Services for any purpose other than to access an available service. You shall ensure that the content of any Electronic Instructions are not inconsistent with any applicable law.
- 7.9 Message sent through E-Banking Services shall be treated as if they had been made in writing and signed by the sender. The Parties waive any rights to contest the validity or enforceability of a contract effected through E-Banking Services on the ground that it was effected electronically.
- 7.10 E-Banking Services are only available in the places where we are authorized to provide the relevant services. Use of the products or services described at the E-Banking Services may not be permitted in some countries and if in doubt, you should check with your local legal advisor, regulator or authority before requesting information. We do not offer any products or services to persons or entities resident in foreign countries which require licensing or registration for the provision of such products or services.
- 7.11 As between the Parties, a contract effected through E-Banking Services is concluded in Hong Kong and at the time when our final confirmation (showing a transaction number) of your instructions is dispatched by our computer system. If you do not receive such confirmation, you must check on the Internet Banking website(s) or the Mobile Banking app(s) (as the case may be).
- 7.12 The Content available on the E-Banking Services shall not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments securities or any other instrument or bank product of us or any other issuer. The Content contained in the E-Banking Services is provided for information only and should not be used as a basis for making business or investment decisions. We may use any updated information available at the time of executing your instruction, and the resulting transaction will be binding on you notwithstanding that different information may have been provided through E-Banking Services.
- 7.13 Products and services are available only at our discretion, subject to the products and services individual contractual terms and conditions on which they are offered and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available in all locations. We make no representation that the Content provided on the E-Banking Services is appropriate or available for use in other locations or jurisdictions.
- 7.14 We do not warrant or guarantee the accuracy, reliability, adequacy, timeliness or completeness of any Content provided through E-Banking Services or that any such Content is fit for any purpose. We do not endorse any information or material supplied by any third party.

- 7.15 You are regarded as having received a communication when it is dispatched by our System or posted on our Internet Banking website(s) or Mobile Banking app(s). The dispatch and receipt of communications through Internet Banking or Mobile Banking are regarded to take place in Hong Kong.
- 7.16 We may download certain information including your identification data to your computer or access device. You acknowledge that certain transactions cannot be processed through E-Banking Services without the use of cookies.
- 7.17 The Internet Banking website(s) and Mobile Banking app(s) are hosted by us and are connected to the internet via an independent service provider, which is not our agent for any purpose. We have used reasonable efforts to appoint a reputable provider, but otherwise do not assume any responsibility in respect of the provider.
- 7.18 You acknowledge that each part of the E-Banking Services (including Internet Banking website(s) and Mobile Banking app(s)) is the property of us or a third party, and is subject to the copyright and/or other intellectual property rights of us or any third party. No such rights are conferred or transferred to you. You will not (and will not attempt to) decompile, reverse engineer, translate, convert, adapt, modify, enhance, add to, delete or in any way tamper with, or gain unauthorized access to, any part of E-Banking Services (including Internet Banking website(s), Mobile Banking app(s), Internet Banking or Mobile Banking).
- 7.19 You agree that we may display details of any Transactions or your Accounts in messages sent to your registered mobile phone number or e-mail address.
- 7.20 You understand that trade documents will be available for access, review and downloading via E-Banking Services for a limited period as specified below and you should save the trade documents electronically or print a hard copy for future reference:
- (a) Daily statements of account, contract notes and receipts: three months; and
  - (b) Monthly statements of account: two years.
- 7.21 You will not sell, disclose, publish, transmit, duplicate, reproduce, distribute, prepare derivative works based on, repost or otherwise use any part of the E-Banking Services (including Internet Banking website(s) or Mobile Banking app(s)) in any way for any public or commercial purpose.
- 7.22 You should be aware that use of E-Banking Services will expose you to risks associated with mobile, computer-based or other electronic systems, the internet and other public networks, including disruption, interception, corruption, interruption or loss of transmissions, or suspension, unavailability, delay, malfunction, breakdown, inadequacy or failure of systems, hardware or software. The result of a failure may be that your order is not executed according to your instruction or is not executed at all.
- 7.23 While we have endeavoured to ensure your personal information will be secured and confidential, we will not be liable for any loss, damage, interception or misuse of your information beyond our reasonable control.
- 7.24 You will not remove, obliterate, alter, circumvent or interfere with the operation of the E-Banking Services. You will not alter any form or program downloaded by you without our consent.

## **8. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA**

- 8.1 We will take all commercially reasonable precautions to preserve the integrity and confidentiality of the information relevant to you and the Account(s) (where applicable) provided to us pursuant to these Terms and Conditions.
- 8.2 Notwithstanding Clause 8.1, you acknowledge and agree that we and our officers, employees and agents are authorised to provide or disclose any information whatsoever relating to you, your use of the E-Banking Services, the Transactions and the Account(s), including Personal Data to:
- (a) any Providers;
  - (b) any Bank Member;
  - (c) any prospective or actual successor, assignee or transferee of, or participant in, any of our rights or obligations under these Terms and Conditions;
  - (d) any Person to the extent necessary for the purpose of giving effect to any Electronic Instructions;

- (e) any Person to the extent necessary for complying with applicable laws and regulations or with any order, directive or request in any jurisdiction which we are required to, or which we in good faith believe that we should, comply with, including in relation to alleged money laundering, terrorism or other illegal activities; or
- (f) any Person where we in good faith deem it reasonable to disclose.

(collectively, the "**Recipients**")

8.3 You acknowledge and agree that we may be required to provide or disclose information pursuant to Clause 8.2 to Recipients whose principal place of business is outside your place of residence or location of account(s) (the "**Relevant Jurisdiction**"). Such information may be held, processed or used by the Recipients in whole or part outside the Relevant Jurisdiction.

8.4 Without prejudice to Clauses 8.2 and 8.3, you acknowledge and agree that we (and each of the Recipients) can hold, process or use any Personal Data provided pursuant to your access to and use of the E-Banking Services in connection with:

- (a) the provision of E-Banking Services and for any other purpose connected with your access to or use of the E-Banking Services;
- (b) the notification of relevant products or services to you unless you have told us that you do not wish to receive marketing materials or notices;
- (c) the monitoring and analysis of the Accounts and positions;
- (d) the assessment and determination of the Account criteria, status, credit limits and credit decisions;
- (e) the carrying out of statistical and other analysis;
- (f) the monitoring and enforcement of compliance with these Terms and Conditions; and
- (g) to comply with applicable laws, including anti-money laundering and anti-terrorism laws.

(collectively, the "**Purposes**")

8.5 You undertake to inform all individuals whose Personal Data is supplied to us and/or the Recipients:

- (a) of the Purposes for which such Personal Data will be processed and the risks associated with the supply and processing of such Personal Data (such notification to be made by you on or before the time at which such Personal Data is first supplied to us); and
- (b) that such processing may involve transfer of such Personal Data to the Recipients,

and you must ensure that such individuals have agreed to the terms of this Clause 8 and accepted the risks associated with the supply and processing of such Personal Data.

The foregoing applies likewise to any sensitive Personal Data provided by you to us and/or to the Recipients in connection with your access to or use of the E-Banking Services.

8.6 For the avoidance of doubt, nothing in this Clause 8 shall prejudice the application of any disclosure of information or other similar provisions in the General Conditions for Accounts. To the extent that disclosure of any information is governed by both these Terms and Conditions and the General Conditions for Accounts, disclosure of such information would be permitted to the extent we have the right to do so under these Terms and Conditions, or the General Conditions for Accounts, or both.

8.7 Our rights under this Clause 8 shall be in addition and without prejudice to, any other rights of disclosure which we may have under any applicable laws and regulations and nothing herein is to be construed as limiting any of those rights.

8.8 For the avoidance of doubt, the authority and consent you give pursuant to this Clause 8 will survive the termination of these Terms and Conditions and, where applicable, the closure of the Account.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 You represent and warrant at all times that:

- (a) all information you provide to us at any time and from time to time, for the purposes of or in connection with the E-Banking Services are true, correct, complete, accurate and up to date;
- (b) you are not insolvent and legally capable to enter into and perform and comply with your obligations under the Terms and Conditions; and
- (c) all conditions and things required to be taken, fulfilled and done in order (i) to enable you to lawfully enter into and perform and comply with your obligations under these Terms and Conditions; and (ii) to ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

9.2 You undertake to ensure, and represent and warrant, that all instructions bearing your Login ID and corresponding Security Code (and in the case of instructions sent via a File Transfer, both as a whole and in respect of each instruction comprising the file) sent to us using the E-Banking Services and all Transactions using the E-Banking Services are and will be:

- (a) complete, accurate, true, correct and up to date (and we have no obligation to check any such information and/or instructions to ascertain their completeness, veracity and accuracy)

## **10. LIMITATION OF LIABILITY**

10.1 You acknowledge the E-Banking Services may encounter certain security, interruption, breakdown, transmission error and access availability risks associated with using open networks and downloading or installing any program or data from and using E-Banking Services are at your own risk. You assume and agree to bear such risks. We make no warranty or representation as to the non-occurrence of such risks. You are satisfied with the adequacy and suitability of the E-Banking Services as a delivery mechanism for data and instructions and of the security procedures.

10.2 Notwithstanding anything to the contrary, we are not liable (to the maximum extent permitted by applicable law) for any damages, losses, costs and expenses (whether direct or indirect, and whether foreseeable or not) which you may suffer or incur arising from:

- (a) any errors, defect, breakdown, deficiency, malfunction or failure in respect of the System, the Software, Security Device, Security Code or any other equipment software or telecommunication system (whether belonging to or operated by us or otherwise) howsoever caused or any virus, trojan horse, worm or software bomb arising from the use of E-Banking Services;
- (b) any act or failure to act by any other financial institution or other third party;
- (c) any event or circumstance beyond the Bank's control;
- (d) loss of profit or any indirect, special or consequential loss or damage, regardless of the form of action;
- (e) any breach of security or unauthorised use, delay, corruption or transmission error and unavailability of access associated with using the E-Banking Services; or
- (f) any information in relation to the System being inaccurate in any manner whatsoever;

whether or not we had notice of the same and whether or not we have been advised of the possibility of such loss or damage.

10.3 We may use agents, contractors or correspondents (collectively the "Sub-contractors") to carry out or procure the carrying out of any of the matters in connection with, incidental to or contemplated by these Terms and Conditions (including the E-Banking Services). We will exercise reasonable care in selecting the Sub-contractors but assume no liability for any failure to exercise such reasonable care.

## **11. CHARGES AND TAXES**

You must pay all our charges for providing the E-Banking Services and any and all ancillary services (including any transaction processing fee/charge) in accordance with the scale of charges set out by the Bank from time to time. You authorise us to debit such charges, costs and expenses from any of the Account(s) with us without reference to you (unless we receive your instruction that a specified account will be used for such purpose. Provided always that if the funds in such

specified account are insufficient to settle such charges, costs and expenses, you agree that we are at liberty to debit your other account(s) with us for settling such charges, costs and expenses without further notice to you). At your request, we will furnish a list of all charges, costs and expenses applicable to this Clause 11.

## 12. TERMINATION

12.1 You may give us not less than [30] days' prior written notice at any time to:

- (a) terminate your use of the E-Banking Services; or
- (b) terminate your use of any individual module or electronic banking service comprising the E-Banking Services; or
- (c) withdraw any particular banking account of yours maintained with us for the E-Banking Services.

12.2 We may at any time by not less than [30] days' prior written notice to you suspend or terminate:

- (a) your access to the E-Banking Services; or
- (b) your access to any individual module or electronic banking service comprising the E-Banking Services without any liability.

Subject to Clause 4.6, no termination or suspension will affect any instruction given by you which is properly received by us prior to expiry of such notice.

12.3 If either Party gives notice to terminate access or use of the E-Banking Services or any individual module or electronic banking service (as the case may be), you will:

- (a) no less than 24 hours before the expiry of such notice of termination, cease to use any Security Device in respect of such module or electronic banking service and/or the E-Banking Services (as the case may be); and
- (b) upon termination of your access or use of the E-Banking Services, return to us the User Guide and all copies thereof (if any), and all Security Device(s) and all materials containing all Software (if any) and all copies thereof (if any). You will also delete such Software from any system and confirm to us in writing that you have done so, and pay all charges, costs and/or expenses due to us under these Terms and Conditions.

## 13. RECORDS CONCLUSIVE

13.1 You accept our statements or records of any and all instructions, Electronic Instructions, communications, messages (including all applicable exchange rates), operations, Transactions made or performed, processed, generated, or effected through the E-Banking Services or relating to the E-Banking Services (except for manifest error) as final and conclusive and the same are binding on you for all purposes. The Parties agree that all such statements or records are relevant and admissible in the courts as evidence and that neither will dispute the accuracy nor the authenticity of the contents of such statements or records merely on the basis that such statements or records were produced by or are the output of a computer system and waive any of their rights (if any) to so object.

13.2 Without prejudice to Clause 13.1, where you receive or download from the System any statements or records of any of the aforesaid instructions, Electronic Instructions, communications, operations or Transactions, you must inform us of any mistake or omission or disagreement immediately. If you fail to do so within 90 days from the date the relevant instructions, Electronic Instructions, communications, operations or Transactions were executed, you waive any rights to dispute the accuracy of such statement or record. We will treat your silence as a representation from you that such statement or record is true, correct, accurate and complete.

## 14. NOTICES

14.1 Unless these Terms and Conditions state otherwise, all notices, demands or other communications ("**Notices**") required or permitted to be given or made under these Terms and Conditions:

- (a) by us may be in writing and delivered personally or sent by post or by prepaid registered post or by facsimile or by electronic mail addressed to the intended recipient and sent to the address, facsimile number or electronic mail address last registered with us; and

- (b) by you will (unless these Terms and Conditions otherwise specify) be in writing (other than by electronic means) and in relation to the E-Banking Services provided by us in Hong Kong, delivered in person or sent by post or by prepaid registered post to the address stated below (or such other address we may notify you from time to time):

China Minsheng Banking Corp., Ltd., Hong Kong Branch  
40/F., Two International Finance Centre,  
8 Finance Street, Central, Hong Kong

Attention to: Private Banking Department

- 14.2 You are deemed to receive any Notice sent by us in respect of the E-Banking Services two days after the date of posting (if sent by post) or immediately (if delivered personally, by facsimile transmission or by electronic mail). We are deemed to receive a Notice sent by you only on actual receipt.
- 14.3 This Clause 14 relates only to Notices in respect of matters concerning these Terms and Conditions. Unless these Terms and Conditions state otherwise, the means of communication in respect of services made available by us via the E-Banking Services are governed by the terms of the relevant agreement between us relating to such services.
- 14.4 **Governing Language:** These Terms and Conditions are written in English and the Chinese version of these Terms and Conditions are for reference only. If there are inconsistencies between the English and Chinese versions, the English version shall prevail for all intents and purposes.

## 15. **MISCELLANEOUS**

- 15.1 **Information Requests:** You must promptly make available to us and/or to any relevant regulatory authority any information and/or documentation (a) we may reasonably request in order to fulfill our legal or regulatory obligations or any requirements which we need or agree to comply with from time to time or (b) requested by any relevant regulatory authority. You must provide upon our reasonable request such assistance or cooperation as we may require in connection with any investigation or dispute resolution process.
- 15.2 **Other Terms and Conditions:** By applying for the E-Banking Services, you acknowledge and accept all the provisions of 《CFCA Digital Certificate Service Agreement》 and agree to be bound by the same. A copy of 《CFCA Digital Certificate Service Agreement》 can be downloaded from our website <http://www.cmbc.com.hk>.
- 15.3 **Rights to Software, User Guide, and Security Devices:** You acknowledge that you do not acquire any proprietary rights (including intellectual property rights) in and to the Software, the User Guide or any Security Device. To the extent that you may acquire any such rights, you agree to transfer and assign and do hereby transfer and assign these rights to us, and to sign any additional documents we may require to give effect to any such transfer or assignment.
- 15.4 **Information Transmitted by Us:** Any data information or message transmitted to you through the System is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should notify us immediately. You may not disclose, copy, disseminate or use the same but must immediately delete the same (and all copies) from your computer system and destroy all hard copies.
- 15.5 **Continuing Effect:** The termination of your access to and use of the E-Banking Services will not affect any provision under these Terms and Conditions which is capable of being performed and/or which survives, operates or continues to have effect after such termination. Termination will not prejudice any right of action already accrued to a Party in respect of any breach of the provisions of these Terms and Conditions by the other Party.
- 15.6 **Severability:** Each of the provisions of these Terms and Conditions is severable and distinct from the others. If any provision of these Terms and Conditions is or becomes invalid, unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from other provisions of these Terms and Conditions and the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired thereby.
- 15.7 **Prevailing Terms and Conditions:** In addition to these Terms and Conditions, our prevailing terms and conditions governing the Account(s) and the various services available on E-Banking Services will apply and bind you. If there is any conflict between the said terms and conditions and these Terms and Conditions the provisions of these Terms and Conditions will prevail.
- 15.8 **Amendments and Variations:** We may, by notice to you, add to, amend or vary these Terms and Conditions or the User Guide at our sole and absolute discretion. Such notice or amendments or a set of the revised Terms and Conditions will be given, exhibited and/or publicised in the form set out in Clause 14 or via the E-Banking Services or any graphical user interface or electronic text page set up in or as part of the E-Banking Services or through any media as we think fit. Upon the giving, exhibition or publication of such notice,

amendments or revised Terms and Conditions, you shall be deemed to have notice of such amended Terms and Conditions. If you continue to use the E-Banking Services after the effective date of such addition, amendment or variation you are conclusively deemed to have agreed to the same.

- 15.9 **Assignment and Transfer:** Use of and access to the E-Banking Services is personal to you. You may not assign or transfer any benefit which you may receive under these Terms and Conditions to any third party without our prior written consent. We may transfer any or all of our rights and by novation, any obligations under these Terms and Conditions without your consent to any Bank Member. Once we notify you of the transfer, the transferee shall assume all transferred rights and obligations and we will cease to be entitled to the transferred rights and be released from the transferred obligations, from the date of the transfer.
- 15.10 **Personal Data:** You agree to be bound by the Bank's data policy which will apply to all data provided by you as well as to data arising as a result of use of the E-Banking Services. A copy of which is available from the Bank's website: <http://www.cmbc.com.hk> or at any branch of the Bank in Hong Kong.
- 15.11 **Excluding Third Party Rights:** Except as expressly provided for in these Terms and Conditions, any person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of these Terms and Conditions. Notwithstanding any provision of these Terms and Conditions, the rights of the parties to terminate, rescind, or agree on any variation, waiver, or settlement under these Terms and Conditions are not subject to the consent of any third party at any time.
- 15.12 **Governing Law and Submission to Jurisdiction:** These Terms and Conditions are governed by the laws of Hong Kong and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.