

# Terms and Conditions and Important Statements for Personal Mobile Banking and Internet Banking Services

## Terms and Conditions

1. Please read the terms and conditions and important statements for Personal Mobile Banking and Internet Banking Services (collectively known as the “**Terms and Conditions**”) below carefully. By using the Personal Mobile Banking Service, Internet Banking Services or WeChat official account (this “**service**”) of Nanyang Commercial Bank, Limited (“**we**”, “**us**”, the “**Company**”, the “**Bank**”) or the materials from time to time available through this service (“**these materials**”), you agree to be bound by these Terms and Conditions. As these Terms and Conditions may be amended from time to time at the discretion of the Bank and be posted on this service, you should read them again carefully whenever using this service. You are assumed to have agreed to the revised Terms and Conditions if you continue to use this service following any changes to these Terms and Conditions.
2. The Terms and Conditions are in addition to the license agreement entered into between you and the relevant software providers for use of these services (the “**License Agreement**”). In case of any inconsistency or conflict between the License Agreement and these Terms and Conditions, the latter shall prevail.
3. The Terms and Conditions are supplemental to the Bank's existing “Conditions for Services”, “General Information” and other terms and conditions applicable from time to time (collectively known as the “**Existing Terms**”). In respect of banking services, unless otherwise specified, in the event of any inconsistency between the Terms and Conditions and the Existing Terms, the Terms and Conditions shall prevail.

## Scope of Services

1. Internet Banking Services are offered by the Company to you only if you maintain at least one designated bank account with the Company.
2. The Company may require you to designate one or more designated bank accounts for the purposes of using the Internet Banking Services. You may from time to time add or remove any designated bank account in such manner as the Bank may reasonably prescribe which shall become effective upon acceptance of the same by the Bank.
3. The Company grants you, for the term of these Terms and Conditions, a personal, limited, non-exclusive, revocable and non-transferable license to use this service pursuant to the Terms and Conditions. The Company may provide certain portions of this service under license from third parties, and you will comply with any additional restrictions on their usage communicated to you by the Company from time to time.
4. The scope and types of service made available by the Company, the restrictions on the use of the service, the maximum or minimum transaction limits, the cut-off time and/or date applicable to a particular type of service, the applicable service fees and other features in respect of the Internet Banking Services may be determined or varied by the Bank from time to time, subject to the notice requirements for variations as set out in the section on “Amendments” of the Terms and Conditions. Updated information relating to the Internet Banking Services is available from the Company upon request.

5. E-mail, chatroom and instant messaging features may be provided to you in order to facilitate your communications with the Company. If provided, you shall use these features in compliance with applicable laws, rules and regulations, and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, libelous, harassing, fraudulent or slanderous. The Company is not responsible for any transactions you may attempt to enter or orders or instructions you may attempt to make by means of these services.

### **Availability**

Products and services mentioned in these materials are not available to all persons in all geographic locations. Only persons who are permitted by applicable law may browse the information and/or subscribe the services and products offered. Persons browsing these materials are required to ensure that they are aware of and observe all relevant restrictions that apply to them and are responsible for satisfying themselves that they may do so under the laws or the jurisdiction to which they are bound or located. Eligibility of any person for particular product or service is subject to the final determination of the Company.

### **Access to Internet Banking and Personal Mobile Banking Services by using Security Token and Mobile Token**

1. Depending on the type of services you wish to access and/or use, you will be required to perform one or more of the following steps which the Company may in its sole discretion require:

- i. Enter the correct combination of the Internet Banking Number / Login User Name / Mobile Phone Number and Login Password to log in to the Internet Banking Services;
- ii. Applying your biometric credentials registered under the specified model of mobile device for authentication purposes.

2. Upon activation of the Mobile Token, you are required to set up a Mobile Token password to use your Mobile Token. If biometric credential authentication is available, you may choose to register biometric credential authentication to use your Mobile Token. By doing so, you are deemed to have agreed that your use of biometric credential authentication for Mobile Token shall be subject to the Terms and Conditions for Use of Biometric Authentication for the Bank's Mobile Banking Services.

3. You may make enquiries to the Company for a list of mobile devices which are compatible with the Mobile Token function of the Bank's Mobile App. However, the Bank does not guarantee the compatibility or fitness-for-use of any particular model or brand of mobile device for the purposes of the Mobile Token and you shall be solely responsible for ensuring that the mobile device designated by you for set up and use of the Mobile Token is compatible with any and all software or hardware requirements of the Mobile Token and is at all times fit-for-use for the purposes of the Mobile Token.

4. If you disable the biometric credential authentication function of your Mobile Token, you can still use Mobile Token password to access your Mobile Token. If your biometric credential stored on your mobile device has been changed, your Mobile Token will be suspended. You are then required to reactivate the Mobile Token.

5. Upon the cancellation of your Mobile Token, you can no longer use biometric credential authentication for the Bank's Mobile Banking Services.

6. Upon successful activation of the Mobile Token, your existing Security Token (if any) will be suspended

automatically.

7. You can apply for a new Security Token at any of our branches or use other authentication means as may be agreed by the Bank from time to time to conduct and authorize transaction instructions. However, upon successful activation of the Security Token, your Mobile Token will be cancelled automatically and you can no longer use biometric credential authentication for the Bank's Mobile Banking Services.

8. If you notice or believe that your Mobile Device has been lost or stolen, or if any unauthorized transactions have occurred, you are required to inform us as soon as possible.

### **Use of "ZOLOZ Real ID Solution" in the Mobile Remote Account Opening Service**

If you would like to make an application for opening a bank account through our Bank's personal mobile banking services (the "**Mobile Remote Account Opening**"), you agree, to comply with the End User Terms of Use ("**End User Terms**") from Alibaba Cloud (Singapore) Private Limited ("**Alibaba Cloud**") and the third-party provider of the e-KYC "ZOLOZ Real ID Solution" (the "**Solution**"), in addition with other relevant terms and conditions. The End User Terms are as below (For the avoidance of doubt, "End User" shall refer to "you" as an individual end user):

**1. Usage** - End User is permitted to access and use the Solution as incorporated into the Bank's Mobile Remote Account Opening, pursuant to the End User Terms, for the sole purpose of enabling End User to receive and/or use the Bank's Mobile Remote Account Opening. End User shall not modify, reverse engineer, copy, sell, lease, or sublicense the Solution. End User may not extract ideas, algorithms, procedures, workflows or hierarchies from the Solution or otherwise use the Solution for the purpose of developing any other software based on concepts, functions, or operations similar to those in the Solution.

**2. Confidential Information** - End User acknowledges that the Solution and all information provided in connection therewith, is proprietary to, and forms part of, the Confidential Information of Alibaba Cloud. End User hereby acknowledges that unauthorized access to or use of Solution may cause immediate and irreparable harm and the Bank and/or Alibaba Cloud shall have the right to (i) seek and obtain preliminary and final injunctive relief to enforce these End User Terms, and (ii) terminate the End User's licence to access or use the Solution in case of any actual or threatened breach, in addition to other rights and remedies that may be available to the Bank and/or Alibaba Cloud.

**3. Intellectual Property Rights** - End User only acquires the right under these End User Terms to access and use the Solution, and all intellectual property rights in the Solution and all derivatives shall belong to and remain owned by Alibaba Cloud. End User may not copy all or any part of the Solution. End User shall maintain adequate security measures to safeguard the Solution from unauthorized access or use, and shall comply with security procedures and technical standards as notified by the Customer from time to time (if any).

**4. Ownership.** The copy of the Solution is licensed, not sold. Alibaba Cloud retains ownership of the copy of the Solution, including all intellectual property rights therein. The Software is protected by international copyright law, international treaties and other applicable laws. End User will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Solution or generated by the operation of the Solution.

**5. Technical Support** - No support requests shall be addressed to the Bank. Nothing under these End User Terms requires the Bank to create or deliver any updates, or provide any support directly to End User, and the Bank makes no representations or warranties regarding any updates.

**6. Warranty** – THE SOLUTIONS ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT PROHIBITED BY RELEVANT LAWS, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, THE BANK AND ALIBABA CLOUD DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WARRANTIES REGARDING THE SOLUTION AND DOCUMENTATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT,

EXCEPT AND SOLELY FOR A WARRANTY THAT THE SOLUTION SHALL MATERIALLY COMPLY WITH THE DOCUMENTATION PROVIDED BY THE BANK. THE BANK AND ALIBABA CLOUD SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATIONS MADE BY ANY PERSON REGARDING THE SUFFICIENCY OR SUITABILITY OF SOLUTION IN ANY ACTUAL APPLICATION.

**7.Liability** – TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE BANK OR ALIBABA CLOUD BE LIABLE TO END USER FOR ANY DIRECT DAMAGES, LOSS OF PROFITS, REVENUE, DATA, REPUTATION OR GOODWILL, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER RELATING TO THE SOLUTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IF THE BANK OR ALIBABA CLOUD IS FOUND LIABLE DIRECTLY TO END USER FOR ANY DAMAGES, ITS TOTAL LIABILITY RELATED TO THESE END USER TERMS SHALL NOT EXCEED THE AMOUNT EQUAL TO THE LOWER OF (A) USD \$1,000,000.00 OR (B) THE FEES PAID BY END USER TO THE BANK FOR THE MOBILE REMOTE ACCOUNT OPENING SERVICES THAT INCORPORATES THE SOLUTION IN THE PRECEDING SIX (6) MONTHS PRIOR TO THE MONTH IN WHICH THE RELEVANT CLAIM IS FIRST MADE GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION WILL NOT ENLARGE THE FOREGOING LIMIT.

**8.Export Law.** End User agrees to comply fully with all applicable export laws and regulations to ensure that neither the Solution nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

**9.Termination** – The Bank and/or Alibaba Cloud may terminate End User's permission to use Solution immediately by notice in the event that End User breaches any term or condition of these End User Terms. Upon termination, End User must immediately delete all copies of the Solution from all devices (and otherwise) and stop accessing and using the Solution. End User undertakes to indemnify, defend and hold harmless the Bank, the Bank's officer(s) and/or employee(s) against all actions, proceedings, demands and claims which may be brought by or against the Bank, the Bank's officer(s) and/or employee(s), and against all losses, damages, penalties, costs and/or expenses which the Bank, the Bank's officer(s) and/or employee(s) may incur or suffer as a result of or in connection with the End User's gross negligence or willful misconduct in the use of the Solution.

**10.Miscellaneous** – These End User Terms shall be governed by, and construed in accordance with, the laws of Hong Kong. End User agrees that in respect of these End User Terms that are intended for the benefit of Alibaba Cloud, Alibaba Cloud shall be entitled to enforce these terms directly against the End User, notwithstanding that Alibaba Cloud is not a party to these End User Terms, under the Contracts (Rights of Third Parties) Ordinance (Cap.623)."

11. For the purpose of these End User Terms, please refer to the following definitions:

**"Affiliate"** means in relation to a party any person directly or indirectly Controlling, Controlled by, or under common Control with that party. For the purposes of this definition, **"Control," "Controlling,"** and **"Controlled"** mean having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise.

**"Confidential Information"** means all information (whether oral, written or in another form) disclosed by the Disclosing Entity to the Receiving Entity, directly or indirectly, that is:

- a. by its nature or by the circumstances of the disclosure, or could reasonably be expected to be, regarded as confidential;

- b. marked as or instructed to be confidential at the time of disclosure to the Receiving Entity, or if disclosed in oral form, is identified as confidential at the time of disclosure to the Receiving Entity; or
- c. proprietary (whether owned by the Disclosing Entity or a third party to whom the Disclosing Entity owes a non-disclosure obligation),

including, to the extent that it is confidential:

- a. Personal Data of End Users;
- b. Customer Data
- c. information comprised in or relating to any of the Disclosing Entity's IP Rights; and
- d. any information agreed between the parties in writing to be 'Confidential Information',

but does not include information which:

- a. the Disclosing Entity specifies in writing is not confidential;
- b. has been duly received by the Receiving Entity from a third party which, to the knowledge of the Receiving Entity, is not subject to a confidentiality obligation to the Disclosing Entity;
- c. is or becomes part of the public domain; or
- d. was independently developed by the Receiving Entity, without reliance on any Confidential Information of the Disclosing Entity.

**"Customer"** means the individual or legal entity that has been approved by Alibaba Cloud to purchase the Solution for download, installation, access to and/or use.

**"Customer Data"** means any and all data entered or stored in, generated by or Processed by Customer in connection with Solution, including all Derived Data, De-Identified Data, and Data relating to End Users, Affiliates and transactions.

**"Data"** means all data which is stored, Processed or created, by or on behalf of an entity in the course of the performance of obligations under the End User Terms, or otherwise under or in connection with the End User Terms.

**"De-Identified Data"** means data derived from End User Personal Data to the extent that the personally identifiable information has been removed or detached, and as a result is no longer considered Personal Data under Relevant Privacy Laws.

**"Derived Data"** means data, in electronic or any other format, that is transformed, translated, modified, or otherwise derived from original information or data by a Party or its Affiliates. For purposes of clarity, Derived Data may be derived by transforming, translating or modifying Data, but such transformation, translation, or modification shall not affect the rights or obligations of the parties with respect to any of the original Data.

**"Disclosing Entity"** means the entity disclosing Confidential Information, and includes that entity's Representatives and Affiliates.

**"Government Agency"** means any government, semi-governmental, statutory, administrative, or judicial or quasi-judicial body having jurisdiction in connection with the activities contemplated by the End User Terms, and includes anybody having regulatory or supervisory authority over any part of the business or affairs of Customer, Alibaba Cloud or its Affiliates.

**"IP Rights"** means any of the following rights in any jurisdiction anywhere in the world: (a) all patents and patent disclosures, utility model, design patents and rights in inventions; (b) trademarks, service marks, logos, tradenames, trade dress and domain names, together with all goodwill associated therewith; (c) copyrights, copyrightable rights, moral rights and database rights; (d) rights in know-how, confidential information, trade

secrets, and proprietary rights and processes; and (e) all other intellectual property rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in any of the foregoing items (a) to (d), subject matter of any of the foregoing, tangible embodiments of any of the foregoing, in each case, whether unregistered or registered (including all applications, rights to apply and rights to claim priority), including all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations, renewals and extensions thereof, as applicable.

**“Person”** includes any natural person, individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality).

**“Personal Data”** means: (a) information, whether true or not, about an individual who can be identified from that piece of data or from other data to which the data recipient has or is likely to have access; or; (b) considered to be personal data, personal information, personally identifiable information or equivalent under Relevant Privacy Laws.

**“Process”** (including its correlative meanings, **“Processing”** and **“Processed”**) means: (a) the receipt, access, acquisition, collection, compilation, use, modification, storage, processing, safeguarding, security, disposal, destruction, disclosure, or transfer of Data; or (b) such other activities that may be considered to be processing of Data under Relevant Laws.

**“Receiving Entity”** means the entity receiving the Confidential Information, including its Representatives and Affiliates.

**“Relevant Laws”** means any applicable law, statute, rule, regulation, directive, treaty, judgement, order, guidelines, decree, interpretation, permit, injunction of any Government Agency, whether or not of the Territory, and in each case, as amended from time to time.

**“Relevant Privacy Laws”** means Relevant Laws relating to privacy and data protection, including those relating to the Processing of Data and other information.

**“Representative”** of a Person means an officer, director, employee, agent, auditor, adviser, consultant, joint venturer, contractor or sub-contractor of the Person or of an Affiliate of that Person, or any other Person solely when acting at the direction of or on behalf of that Person in connection with the use of the Solution.

**“Territory”** means the territory within which, Alibaba Cloud has approved, for Customer to purchase from Alibaba Cloud and thereafter, download, install, access to and/or use of any of the Solution.

**“Updates”** means modifications to Solution provided by Alibaba Cloud from time to time.

### **Transaction Instructions**

1. If you need to make any transaction instruction through the Internet Banking Services, you must use, as notified by the Bank from time to time, the correct combination of the Internet Banking Number / Login User Name / Mobile Phone Number and Login Password / Biometric Credential Authentication and such other information as may be required by the Bank for the purposes of executing a transaction instruction through the Internet Banking Services. Transaction instruction shall not be considered to be received by the Bank unless they are given in such manner as we may prescribe and has been actually received by the Bank.

2. A record of each transaction made through the Internet Banking Services will be shown in the regular account statements provided by the Bank to customer.

3. Any transaction instruction given by you through the Internet Banking Services, once given, may not be amended, revoked or withdrawn without the consent of the Bank. Any such transaction instruction given through the Internet Banking Services acted on by the Bank in good faith shall be irrevocable and binding on the customer, whether given by any person purporting to be the customer. If a dispute arises at any time in

relation to the contents of any transaction instruction, the Bank's relevant records shall be conclusive evidence of such contents.

4. Although the Bank will use reasonable endeavors to ensure that the transaction instruction is executed in a timely fashion, there may be a time lag in transmission of information online. The Internet Banking Services (including but without limitation to the Funds Transfer Services, the Website, the Mobile App and the use of the Security Token and the Mobile Token) are also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, the transaction instruction of the customer may not be executed at the time when the transaction instruction is placed or at all and the Bank shall not be responsible for the actual time when the transferred amount shall be credited into the transferee's account.

5. Although the Bank endeavours to avoid interruptions to the Internet Banking Services (including but without limitation to where accessed via the Website, Mobile App, the Security Token and/or the Mobile Token), the Internet Banking Services may suffer failure or delays and periods of malfunction or outage. During such periods, you shall place its instruction or may make enquiries by alternative methods such as by contacting the Bank's branches and hotlines. In the event of system failure of the Internet Banking Services, the Bank may cancel any Internet Banking instruction placed by the customer. The Bank may (but is not obliged to) notify the customer of such cancellation of the instructions given through Internet Banking Services by any means that the Bank may consider appropriate (including but not limited to email message or short message via SMS). You shall conduct your own checks for the status of the designated account(s) and whether the Internet Banking instruction has been implemented.

### **Funds Transfer Services**

1. The Bank shall debit your designated account(s) immediately upon receipt of the Internet Banking instruction from you. If the transferred amount exceeds the balance in the designated account, or the transferred amount exceeds the transfer limit as imposed by the Bank from time to time, or the Bank has reasonable grounds to believe that the implementation of the Internet Banking instruction will cause the Bank to violate applicable laws and/or the regulations and/or the requirements of the regulatory authorities, the Bank is entitled at its absolute discretion not to execute the Internet Banking instruction and shall not be liable in any manner whatsoever. You should conduct your own checks for the status of the designated account(s) and whether the Internet Banking instructions have been executed.

2. You shall take note of the cut-off time for placing Internet Banking instruction for Funds Transfer Services as announced by the Bank from time to time. The time for which the Bank receives any Internet Banking instruction shall be determined according to the system and records of the Bank. However, the cut-off time and any indication by the Bank as to the time required for implementation of the Internet Banking instruction shall be for reference only and the Bank shall not be liable for any delay in the transfer of funds.

3. In order to use the Funds Transfer Services, you must use a valid Security Code or otherwise authenticate the customer's identity through the usage of the Mobile Token. The Bank may require you to use Security Code or the Mobile Token in order to access any other Internet Banking Services.

4. The Bank shall be under no liability under any circumstances to recover any amount paid to the receiving bank and shall be under no liability in case of the receiving bank failing to pay the Transferred Amount to the

transferee for any reason. The Bank shall not be liable in any manner whatsoever for any charges or levies imposed by the receiving bank in respect of any Internet Banking instruction.

5. While acknowledging that funds transfers to third party accounts involve risks, you agree that the Bank shall not be liable to you and/or any third party for any delay and/or non-transfer of part or all of the transferred amount or any mistake made in the transfer of the transferred amount in the absence of negligence, willful misconduct or fraud of the Bank.

### **Suspension or Termination of Services**

1. The Bank may at its discretion restrict, suspend or terminate all or any part of the Internet Banking Services upon closure of your Designated Accounts or at any time without notice or reason to you if the Bank has reasonable grounds for doing so.

2. Suspension or termination by you of any Internet Banking Services shall be effective only after notice of such suspension or termination has been given to the Bank.

3. Save and except for the circumstances set out in Clauses 1 and 4 of the Terms and Conditions, the Bank will use its reasonable endeavours to provide prior notice to you of any changes, amendments to, suspensions, restrictions or terminations of the Internet Banking Services, the Website, the Mobile App and/or the Mobile Token. However due to those circumstances as set out in the section "Limitation of Technology" under the Terms and Conditions, the customer accepts that prior notice may sometimes not be practicable and therefore not be given.

4. The Bank may, at its discretion and without prior notice, suspend or terminate the Internet Banking Services immediately if the Bank reasonably decides that you are at any time in breach of any undertaking or provision of the Terms and Conditions or any other existing terms and conditions.

5. To the maximum extent permitted by applicable laws and regulations, the Bank shall not be liable for any loss or damage suffered or incurred by you as a result of or arising out of any voluntary or involuntary suspension or termination of any Internet Banking Services for any reason whatsoever.

### **Customer's Responsibilities and Disclaimer**

1. The Bank will take reasonably practicable steps to ensure that its systems in connection with this service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

2. Any person who has access to, possesses, knows or is allowed to find out the Password and/or the Mobile Token Password, or has access to the Security Token (if any) or Mobile Token (where applicable) may be able to have access to the designated account(s) and the Bank shall not be responsible for any losses in relation thereto.

3. The information contained in these materials is for general information only and is provided on an "as is" basis without warranty of any kind (including without limitation, merchantability, title, fitness for particular purpose, freedom from computer virus, non-infringement, compatibility, security, accuracy and completeness) and may be withdrawn and/or changed at any time without prior notice. This service and/or these materials may not be available at all times and there may be delays, failures, errors or omissions or loss of transmitted information.

4. No information contained in these materials should be regarded as an offer or solicitation to sell, to subscribe to, or provide any recommendation to any person. The information is not intended to be relied upon as the basis for any decision which may affect you or your business. All persons should consult their own professional adviser before making any investment, financial decision or purchasing any product or subscribing any service.

5. All persons should be aware that any information regarding rates, indexes and stock prices available through this service is on a delayed basis. The Company will endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

6. To the extent permitted by applicable law, the Company disclaims liability for any error, omissions or inaccuracies in the information contained in these materials and for any loss or damages, resulting from its use or reliance, or inability to use, by any party or in connection with any error, interruption, delay in operation or incomplete transmission, line or system failure or computer virus. The Company is not responsible in any manner for direct, indirect, special, incidental or consequential damages arising out of the use of this service and/or these materials.

7. Your use of this service and these materials is entirely at your own risk. The Company does not represent or warrant that no viruses or other destructive properties will be transmitted or that no damage will occur to your equipment or mobile phone. You are solely responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties and to prevent, safeguard and ensure that no computer virus enters your equipment or mobile phone. The Company makes no representations or warranties concerning the accuracy, functionality or performance of any third-party software that may be used in connection with this service. Continued use of GPS running in the background can dramatically decrease battery life.

8. If there is no gross negligence, fraud or fault on the part of you, such as failing to properly safeguard the customer's device(s) for using the Internet Banking Services (including but without limitation to the Website, Mobile App, the Security Token and the Mobile Token), you will not be liable for any direct loss suffered by you as a result of any unauthorized Internet Banking Transaction.

9. You shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by the Bank (including legal fees) in connection with the Bank's provision of the Internet Banking Services (including but without limitation to the Website, Mobile App, the Security Token and the Mobile Token) and/or the exercise of the powers and rights of the Bank under the Terms and Conditions, unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly and solely by the negligence or willful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of you.

## **Security Information**

1. This Mobile App provides you with one-stop banking and investment services, as well as the latest financial information, helping you manage your wealth flexibly. You can search "NCB" for free download of the App in the specific online App stores (for details, please refer to our website). Do not install mobile Apps from mistrusted sources. If there is any suspicious App, please do not download, login and stop operation immediately.

2. Avoid using Mobile Apps via wireless network (i.e. "Wi-Fi") which are provided in the public area or without password setting. We advise using configured and reliable mobile internet connection especially for financial transactions.
3. Disable any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC) or Payment Apps when not in use. Choose encrypted networks when using Wi-Fi and remove any unnecessary Wi-Fi connection settings.
4. Please do not connect your mobile device to any suspicious computer infected by virus; at the same time, it is recommended to install anti-virus software and setup the firewall in your mobile. Do not use Mobile Apps via any jailbroken iPhone or rooted Android mobile to avoid any potential security loophole. Also, you can download the appropriate mobile security Apps from the online App stores. You can visit the website of Hong Kong Computer Emergency Response Team Coordination Centre (HKCERT) for reference: <https://www.hkcert.org/mobile-security-tools>, to select the appropriate Apps.
5. To protect your online transactions, we will check whether your mobile device is jailbroken or rooted and with recommended operating systems for minimum security requirements upon using of this Mobile App. Customer may not be allowed to access the Internet Banking Services via such device. Please pay attention to the reminder.
6. Please do not tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Internet Banking Services, the Website, the Mobile App, the Mobile Token, or any of the software comprised in them.
7. Activate the auto-lock function of your mobile device. Do not use easy-to-guess personal information, numbers or words as your password and avoid using the same password that you have used for accessing other web services.
8. Please download and install updates and patches for this Mobile App and the other Mobile Apps, operating systems and browsers regularly in the specific online App stores (for details, please refer to our website) or our website.
9. The Bank is entitled to terminate the use of the Internet Banking Services (including but without limitation to the Website, Mobile App, the Security Token and the Mobile Token) by you without notice and to take legal action against you for breach of the above undertakings. The customer shall also be fully responsible and liable for all consequences arising from or in connection with the use of the Internet Banking Services if you fail to take any of the security measures communicated or published by us or the customer's electronic devices' manufacturer from time to time.
10. You shall notify the Bank as soon as the Customer encounters any irregularity or difficulty in using any Internet Banking Services.
11. You represent and warrant to the Bank that your use of the Internet Banking Services will comply with all applicable laws, rules and regulations, as well as the applicable User Manual, policies and procedures for the Internet Banking Services, the Terms and Conditions, the Existing Terms and any other agreement between you and the Bank (as may be amended from time to time). For details, please visit the "Security Information" on the official website of the Bank.

**Hyperlinks, Advertisements and Third-party Website(s)**

Use of hyperlinks to other internet sites or resources are at the browser's own risks. The Company expressly disclaims any responsibility for the accuracy or availability of the information provided by those sites or for the safety of information which the browser may provide to any third party. For details, please visit the "Hyperlink Policy" on the official website of the Bank.

### **Copyright**

1. This service and all contents in these materials are protected by copyright. No part of these materials may be modified, reproduced, transmitted and distributed in any format or by any means for commercial or public use without the Company's prior written consent.
2. You acknowledge that all contents on the Website, the Mobile App, the Mobile Token, and all related software(s) are proprietary to the Bank and/or Third Party Provider(s) and are subject to Copyrights. Unless otherwise expressly stated or approved in writing by the Bank or such Third Party Provider(s) (as the case may be), nothing on the Website, the Mobile App or Third Party Website(s) shall be implied as granting you any right or licence to use any copyright related to or shown on the Website, the Mobile App, the Security Token, the Mobile Token, or Third Party Website(s).

### **Collection of Information**

The Company places heavy emphasis on its duty of confidentiality to its customers. Please refer to the "Important Notice and Data Policy Notice" for the Company's general policies on collection, usage, disclosure and transfer of customer data.

### **Risks Statements**

Investment involves risks. Subject to the Terms and Conditions, please contact staff of the Company for relevant investment risks and details.

### **Limitation of Technology**

1. You acknowledge that internet is a technology that is rapidly changing, open and public in nature and its traffic congestion is unpredictable. You understand that the Bank will use its reasonable endeavours to make sure that the Internet Banking Services (including the Website, Mobile App, the Security Token and the Mobile Token) continue to function.
2. You also accept that the Online the internet may not always be a reliable medium or communication; the Internet Banking Services, the Website, the Mobile App, the Security Token and/or the Mobile Token (where applicable) may not meet all the requirements or expectations of you.
3. The operation, functionality and reliability of the Internet Banking Services, the Website, the Mobile App, the Security Token and/or the Mobile Token (where applicable) may subject transactions to delays, misunderstandings and errors in transmissions, executions and communications or interruptions and may from time to time be subject to interruptions or variation and/or require periodic modifications and improvements.
4. Given the circumstances set out above, you understand and agree that all transaction(s) through the Internet Banking Services are made entirely at your own risk.

### **Amendments**

The Bank may revise or replace the Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time in accordance with applicable laws or regulatory requirements applicable to the Bank. Any revision, replacement or addition to the Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the customer which may be given by physical or electronic means, posting it on the Website or by such other means as the Bank thinks fit and/or taking any other action required by applicable laws or regulatory requirements applicable to the Bank. You shall read carefully the Terms and Conditions when using this service every time. Any revised Terms and Conditions shall be binding on you should you continue to maintain or use the Internet Banking Services on or after the effective date of the revision.

### **Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

### **Governing Law**

The Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

### **Language**

The Chinese version of these terms and conditions is for reference only. If there is any conflict or inconsistency between the Chinese version and the English version, the latter shall prevail.