## Nanyang Commercial Bank, Limited Terms and Conditions of "Money Safe Protection" Service



## Terms and Conditions for "Money Safe Protection" Service

The following terms and conditions will apply to you if you use the "Money Safe Protection" Service (the "MSP Service") offered by Nanyang Commercial Bank, Limited (the "Bank"). Please read and understand them before applying for the MSP Service.

- 1. Individual/ joint account customers of the Bank may apply for the MSP Service. However, applications from authorized persons will not be accepted.
- 2. Subject to the terms and conditions herein and the applicable terms and conditions as set out in the Bank's Conditions for Services (as may be amended from time to time) (the "Conditions for Services"), under the MSP Service, an individual customer of the Bank may opt to segregate a portion of his/her bank deposits maintained with the Bank and protect it from any fund outflows, and such individual customer may choose to release the protected bank deposits for transactions after the Bank has undertaken verification process with the individual customer.
- 3. The applicant may apply for the MSP Service through online banking, mobile banking or any of the Bank's branches in person. If the applicant's application for the MSP Service is successful, the Bank will act in accordance with the account information and instructions provided by the applicant to the Bank. Upon the Bank's receipt of the requisite information and instructions from the applicant, the protected bank deposit amount (as specified by the applicant, but subject to the minimum threshold as may be determined by the Bank) of the relevant account(s) will immediately be segregated and protected under an extra layer of security, and the Bank will not process fund outflows from the protected funds via any channels through any types of transactions, such as withdrawals, fund transfers, direct debit authorizations and standing instruction-related transactions, etc, before completing the Bank's release of protection process.
- 4. If the account is a joint account, the account holder(s) with effective authority under the signing arrangement shall visit any of the Bank's branches in person to apply for the MSP Service.
- 5. The MSP Service is available for deposits in HKD and major non-local currencies including CNY, USD, GBP, JPY, AUD, NZD, CAD, EUR, DKK, CHF, NOK, SEK, SGD and THB.
- 6. The MSP Service will be available for the following bank accounts:
  - Savings Accounts<sup>1</sup>, which include the following accounts:
    - (a) Savings Account, Multi-Currency Savings Account, Happy Kids Hong Kong Dollar Savings Account, "Southern Wealth Connect Multi-Currency Savings Account", and "Northern Wealth Connect Savings Account"; and
    - (b) Current Account, Multi-Currency Current Account, and Integrated Current and Savings Account.
  - Time Deposit Accounts<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> The MSP Service shall be available to the Bank's Savings Accounts with effect from <u>27 June 2025</u>.

<sup>&</sup>lt;sup>2</sup> The MSP Service shall be available to the Bank's Time Deposit Accounts **by 30 September 2025**.

## 7. Savings Accounts

The following terms shall apply if the relevant protected bank deposit is maintained in a Savings Account:

- Unless otherwise specified in this clause 7, the minimum threshold for the protected bank deposit amount under the MSP Service is HKD10,000, or its equivalent in non-local currencies. Applications to protect bank deposit amounts below this threshold will not be accepted.
- After the Bank has received the requisite information and instructions from the applicant
  for the applicant's application for the MSP Service, the Bank will earmark the available
  balance of the applicant's account(s) that is not subject to protection under the MSP
  Service.
- The protected funds under the MSP Service will continue to be eligible for interest and other relevant benefits which the applicant is entitled to.
- After the relevant fund protection under the MSP Service has been effected, the applicant may apply to increase the protected bank deposit amount of the relevant account(s) through online banking or mobile banking or by visiting any branch of the Bank in person.
- In order to reduce the protected bank deposit amount of the relevant account(s) under the MSP Service, the applicant shall visit a branch of the Bank in person to complete the Bank's verification process. Upon completion of the Bank's verification process, the Bank will handle the applicant's request for reduction of fund protection under the MSP Service immediately. Upon the reduction of the protected bank deposit amount, fund outflows from the previously protected amount will no longer be restricted. For the avoidance of doubt, the remaining protected deposit amount may fall below HKD10,000, or its equivalent in non-local currencies.

## 8. Time Deposit Accounts

The following terms shall apply if the relevant protected bank deposit is maintained in a Time Deposit Account:

- The Bank will only provide the MSP Service for Time Deposit Accounts if the protected bank deposit amount equals to the amount of the corresponding time deposit transaction.
- The minimum protected bank deposit under the MSP Service applicable to Time Deposit Accounts shall be the same as the Bank's minimum initial deposit amount for time deposit (currently HKD10,000 or its equivalent in non-local currencies, but subject to change as may be stipulated by the Bank from time to time).
- The applicant may not apply to adjust the protected bank deposit amount.
- If applicant renews a time deposit which is subject to protection under the MSP Service, the renewed time deposit will continue to be protected until completion of the Bank's release of protection process.
- In the event that the protected time deposit has matured, the matured time deposit (together with the interest generated) (the "Matured Amount") will be kept in the same time deposit account. The Matured Amount will continue to be protected under the MSP

Service and to be eligible for the savings deposit interest and other relevant benefits which the applicant is entitled to.

- 9. In order to release the protection under the MSP Service, the applicant shall visit a branch of the Bank in person to complete the Bank's verification process. Upon completion of the Bank's verification process, the Bank will immediately handle the applicant's request for release of fund protection under the MSP Service. Upon the release of the protected bank deposit amount, fund outflows from the previously protected amount will no longer be restricted.
- 10. The Bank shall not be liable for any loss or damange suffered by the applicant or any other person arising from the Bank's failure or delay to effect or execute any instruction or order from the applicant where it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Bank or it would, or might in the Bank's sole opinion, constitute a breach or violation of any applicable law, regulation or court order.
- 11. In addition to and without prejudice to the Bank's rights under the Conditions for Services, the Bank reserves the right in its absolute discretion to cancel or release the protection under the MSP Service without the prior consent or instructions of the applicant upon the occurrence of any of the following events:
  - (a) the Bank terminates the relevant account(s) and/or service(s) in accordance with the Conditions for Services;
  - (b) the Bank is required to comply with any local or foreign laws, regulations, judgments, codes, guidelines, policies (including internal policies of the Bank) and requests from any regulatory body or government department or agency, or the Bank is served with a court order or other form of legal process requiring the Bank to release protection under the MSP Service and/or withdraw or transfer funds from the relevant account(s), including the relevant protected funds under the MSP Service;
  - (c) there is any erroneous entry or irregularity in the protected funds under the MSP Service; or
  - (d) in any circumstance where the Bank in good faith may deem it reasonable to do so.
- 12. In addition to and without prejudice to the Bank's rights under the Conditions for Services, to the extent permitted by applicable laws and regulations, the Bank reserves the right to deduct any amount from any protected funds under the MSP Service to settle any monies payable by the applicant to the Bank.
- 13. These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 14. In the event of any inconsistency between the Chinese and English versions of these terms and conditions, the English version shall prevail.

If there is any inquiry concerning the MSP Service, please contact the Bank's customer hotline service at (852) 2616 6628.