

# **eBanking Service User Guide**

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## eBanking Service User Guide

#### **Security Tips**

Despite the enormous efforts taken by the Bank, you are playing an important role to ensure the security of your system. The following security tips are highly recommended.

### **Basic Tips**

- You are required to select a unique User ID and PIN once you login to OCBC Internet Banking / Mobile Banking for the first time. You must enter the correct User ID and PIN every time you login to OCBC Internet/ Mobile Banking Service.
- The OCBC Internet Banking User ID and PIN apply to OCBC Mobile Banking.
- OCBC Internet Banking Service will be automatically terminated if there is no activity for 10 minutes in order to protect against unauthorized access.
- Secure Socket Layer (SSL) and 128-bit encryption is employed to ensure confidentiality. All data and information transmitted between you and OCBC Internet Banking Service is encrypted by using 128-bit encryption.
- For maximum protection, please always exit the Service by using "logout" button.

#### **Protect Your User ID and PIN**

- Change the PIN immediately upon the receipt of the new or re-issued PIN.
- Change the User ID and PIN periodically. For example every 30 or 60 days.
- Use strong and protective User ID and PIN. A good, strong and protective User ID and PIN should meet all of these
  - **a.** The length of the PIN must be EIGHT and required to use a combination of letters and numeric characters.
  - **b.** Use THREE or more different characters, e.g. b2a22aa2
  - **d.** Do not use SIX or more consecutive characters (in alphabetical or reverse alphabetical order), e.g. a123456t, fedcba11.
  - e. Do not use your User ID as your PIN.
  - **f.** Do not use a word found in the dictionary.
  - g. Do not use a User ID and PIN which is so hard to memorize that you have to write it down.
  - **h.** Do not use easily accessible numbers or data such as your birthday, ID number or personal telephone number as your User ID or PIN.
- Ensure nobody is watching you while inputting your User ID and PIN or any other sensitive personal information.
- Memorize your User ID and PIN and do NOT write them down.
- Keep your User ID and PIN private and NEVER disclose to anyone else including our staff and police.
- Use different User ID and PIN for bank and credit card sites. Do NOT use the same User ID and PIN of website.
- Check your last login record every time you use Internet Banking / Mobile Banking Service.
- Should you forget the PIN, please come to our branch to apply for reissuance of password. Should you suspect that your PIN is lost, please contact us or call our service hotline.

### **Protect Your Computer**

- Do not install unlicensed software which may contain bugs or viruses.
- Install anti-virus and anti-spyware software and update the software regularly to ensure you have the latest protection.
- Install a personal firewall to help you prevent unauthorized access and update the firewall regularly to ensure you are covered with the latest protection. For details, please refer to your software vendor.
- Install security updates and patches to your operating systems or browser when they are available. They are designed to provide you with protection from known possible security problems.

#### Internet

- If you suspect that the website is not owned by the bank, please leave it immediately and do not follow the instructions it provides.
- Logout the service and clear browser cache after a banking session.
- Do not leave your devices (e.g. personal computer, mobile phone or palm) unattended in the middle of a session.

## Personal / Business Internet Banking Service Personal / Business Internet Banking

Welcome to using OCBC Internet Banking (The Service)

The Service provides advanced and reliable Internet Banking solution breaking through time and geographical boundaries and let you manage your finance in a flexible way.

Besides general account services, we specially offer superior functions including:

Personal Internet Banking	Business Internet Banking
1. Review the latest 12 months eStatement and promotions.	1. Review the latest 12 months eStatement and promotions.
2. eIPO	<b>2.</b> "User Profiles maintenance" to present accessing rights for appointed staff.
3. Online opening of Statement and Fixed Deposit accounts.	<b>3.</b> Allow a maximum of two users to jointly authorize online transactions.
<b>4.</b> For bank accounts, you can enquire transaction history up to last 60 days. For credit card accounts, you can enquire the last statement and unbilled transactions.	<b>4.</b> Pre-set transfer up to 45 days in advance.
<b>5.</b> Pre-set transfers up to 45 days in advance.	<b>5.</b> Pre-set Telegraphic Transfer (T/T) template and submit T/T instructions online.
<b>6.</b> Perform Securities Trading, enquire real-time stock quote and obtain latest investment summary online.	<b>6.</b> ePayroll & Batch Payment Service.
7. Pre-set Telegraphic Transfer (T/T) template and submit T/T instructions online.	
8. Application, alteration and Cancellation of Unit Trust Subscription, Switching, Redemption and Monthly Investment Plan.	
9. Place Currency-linked and Equity Linked Deposit	
10. Review credit report and repayment ability	

### **System Requirements**

## **Hardware Requirements**

A personal computer with

- Intel Pentium 4 CPU or higher of IBM-Compatible PC with mouse
- 512MB or more memory (RAM)
- 56kbps modem or broadband connection to internet, but broadband is recommended
- SVGA Monitor

## **Software Requirements**

- Microsoft Windows XP Operating System or above
- Internet Explorer 7.0, Mozilla Firefox 3.6.3, Safari 5.0.5, Chrome 12.0.742.91, Opera 11.11 or higher, it must support TSL encryption with Java Script, Cookies enabled

## Recommended Resolution for Screen Display

800 x 600 pixels, 256 colour

## First Login

This section illustrates the profile setting procedure of the Service.

## Acknowledgement of the Receipt of User ID and Personal Identification Number (PIN)

An Initial User ID and PIN will be sent to you separately once your application is accepted by the Bank. For security reason, please call (853) 8398 8622 to confirm the receipt of the User ID and the Initial PIN. You can access to Internet / Mobile Banking after your activation.

## Change of Your Initial User ID and PIN

Upon the acknowledgement of the Initial PIN, you may login the Service through www.ocbc.com.mo or m.ocbc.com.mo by mobile. You will be required to change your Initial User ID and PIN for the first time login no matter from computer, mobile or other devices.

#### Notes

- 1. If you have inputted incorrect PIN for five times consecutively, the Service will be suspended by the system.
- 2. If you do not login to the Service with 60 days upon the issuance of Initial PIN, the Service will be suspended.
- 3. If the user does not successfully login within one year, the internet or / and mobile banking account will be suspended. This requires you to call 2832 2222 to resume the service.
- 4. Mobile banking Service (m.ocbc.com.mo) is only applicable to Personal Internet Banking.

# Internet Banking Service Hours and Preset Transaction Limits Service Hour

Service Type	Service Hour	Bank Value Date (Same day value for submission before the below stated schedule)
General Banking Services  - Fund Transfer  - Account Enquiry (Include Time Deposit)  - Rate Enquiry	24 hours	20:00
- Cheque Book Requisition Bill Payment	24 hours	20:00
Time Deposit	Mon – Fri: 9:00 – 20:00	Same day
Cheque Enquiry & Report Lost Cheque	Mon – Sun: 9:00 – 20:00	Same day
Foreign Exchange & Gold Trading	Mon – Fri: 9:00 – 2:30 / [3:30]* Sat: 9:00 – 13:00 #(only for FCY)	20:00
FCY & Gold Buy / Sell Order	Mon – Fri: 9:00 – 2:30 / [3:30]*	20:00
Registered Telegraphic Transfer	24 hours	Remittance instruction submitted before 14:30 on Mon – Fri will be processed on the same day. Otherwise it will be processed on the next business day.
Registered HK-Macau Instant Remittance	24 hours (Only available on bank working days	20:00
	of both Hong Kong & Macau)	

Below services only applicable to Personal Internet Banking

Renminbi Services	Mon – Fri: 9:00 – 17:30	Same day
Account Opening Service	Mon – Sun: 9:00 – 20:00	Same day
Update Account List	24 hours	-

Notes: Service is not available approximately half an hour from 20:00 each business day for data update.

#Service is not available if Saturday is a Hong Kong Public holiday. Any transaction involved in RMB exchange can only be executed from Mon to Fri: 9:00 – 17:30.

## **Preset Transaction Limits**

Services	Maximum Daily Transaction Limit (HKD equivalent)
Internal Fund Transfer	\$10,000,000
Nominated Account Transfer	\$1,000,000
Registered Telegraphic Transfer	\$2,000,000 for personal / \$10,000,000 for business (Both shared)
Registered HK-Macau Instant Remittance	Max. \$500,000 for each transaction of "Registered HK-Macau Instant Remittance"
Renminbi Exchange Transfer	Max. RMB20,000 (Per day)
Bill Payment	\$100,000
Credit Card Payment	\$1,000,000
Time Deposit Placement	No limit
FCY & Gold Buy / Sell Order	Max. \$300,000 for each transaction
Exchange Transfer (Each Transaction)	Min.\$30, Max. \$300,000
Securities Trading	No daily transaction limit. Max. \$8,000,000 for each transaction.
ePayroll Service	\$2,000,000

#### Remarks

In order to secure the assets of company, the Primary User may reduce the daily transaction limit of a particular service by accessing the "Administrator Management Function" through the Service of by submitting the "OCBC Internet Banking – Company

<sup>\*</sup>New York Winter Time

Profile Alteration Request Form" to the Bank for arrangement. If you would like to increase the reduced limit(s), you are also required to submit "OCBC Internet Banking – Company Profile Alteration Request Form".

# Business Internet Banking Type of Users and Approval Matrix Type of User

Under the Service, there are two types of user: Primary User and Secondary User.

## **Primary User**

Primary User plays the role as an administrator of the Services to manage and alter the setting of Company and Secondary User's authority. You may assign up to 2 Primary Users to manage the Services and Secondary User(s) profile settings.

Primary User can:

- Enquire company profile including approval matrix, registered account list, service scope and instruction list;
- Suspend particular banking service and reduce daily transaction limit for the Company;
- Administrate Secondary User(s);
- Enquire Company transaction and user administration history.

## Secondary User

Secondary User is the one who submits instruction through the Services on behalf of the company. You may assign up to 99 Secondary Users to meet for the needs of the Company.

Secondary User(s) can:

- Enquire account balance and transaction history as well as latest rate quotation;
- Perform transactions according to their user authority assigned;
- Approve the instruction according to the approval matrix setting.

## **Approval Matrix**

You may assign Secondary User(s) into 3 predetermined Approval Group namely A, B and C according to your human resource arrangement needs. Through the setting, transaction could be performed by the approval of ONE or TWO approvers depending on the transaction amount.

## eStatement and eAdvice Service

#### eStatement

To encourage green living and paper saving, OCBC Bank introduces eStatement & eAdvice Service, enabling customers to view, print and download account statements and advices via Internet Banking. This allows you to enjoy the secure, convenient and eco-friendly service.

## Service Advantages

Space-saving – Online access up to past 12 months of statements.

Simple – Layout and content are same to the mailing statement; PDF is available for download Instant Notification – Free email to remind you that the latest eStatement is ready.

eStatement and eAdvice Service is applicable to different accounts including:

Service Type	Account Type	
General	- Current Account	
Banking	- Statement Account	
	- Multi-currency Statement Account	
	- Easy Link Account	
	- Elite Banking Account	
	- Integrated Account	
Investment	- Investment Account	
	- Securities Account	
	- Daily Activities of Investment Account	
	- Contract Note	
	- Consolidated Share Trading Advice and Receipt	
	- Securities Receipt and Credit/Debit Advice	
	- Securities Receipt and Credit/Debit Advice (IPO)	
	- Confirmation of Structured Deposit	
Card Service	- Credit Card	
	- Jet Cash Credit Card	

## How to Stop Receiving Mailing Statement?

1. Please login the OCBC Internet Banking  $\rightarrow$  2. Please select the "eStatement & eAdvice" on the up-left side which is below the bank logo  $\rightarrow$  3. After that please select "Discontinue Paper Statement & Advice"  $\rightarrow$  4. Confirm the correctness of the information and then click "Submit" which is at the down-right side  $\rightarrow$  5. Procedure has been completed.

#### Remarks:

- 1. Customers are required to install Acrobat Reader and Chinese Traditional Font Pack on personal computers to view, print and download the eStatement & eAdvice in PDF format.
- 2. Personal customers could register to "Discontinue Paper Statement & Advice" through Internet Banking while corporate customers should register via any branches of OCBC Bank. The instruction will become effective within 3 working days. Customers who wish to resume receiving paper statement and advice may visit any branches of OCBC Bank for registration.
- 3. Free email notification is only applicable to customers who have registered to "Discontinue Paper Statement & Advice".

## **Mobile Banking**

OCBC Mobile Banking provides you with the most convenient Mobile Banking services. As long as your mobile phone can access to the internet, you can simply login m.ocbc.com.mo to manage your finance conveniently any time at anywhere by your handset, including Account Enquiry, Stock Trading, Real-time stock quote, etc.

### OCBC Mobile Banking offers you:

- Accounts Enquiry
- Time Deposit
- Stock Trading^
- Real-time Stock Quote
- Cheque Services
- Bill and Credit Card Payment
- Loan Account Enquiry

## Log-in m.ocbc.com.mo or Mobile Application search for "OCBC Bank Macau"

#### No Extra Application Procedures, Just Login m.ocbc.com.mo

For existing OCBC Personal Internet Banking customers, you can access our Mobile Banking Service by simply inputting the login details of Internet Banking. No extra application procedures or software installation are needed.

## Easy and User-friendly Interface

Our Mobile Banking Service is available for all telecommunications service providers\*, as long as your phone can access to the internet, you could use the service by visting m.ocbc.com.mo With the user-friendly webpage design optimized for mobile phone's screen size, you can perform banking transactions conveniently in just a few simple steps.

## **Strong Security**

The universal encryption standard 128-bit Secure Socket Layer (SSL) ensures you to transmit data and perform transactions under a safe and reliable platform.

### **Mobile Applications**

You may search for "OCBC Bank Macau" at App Store or Google Play to download our application for free\*.

#### Mobile App offers you:

- Shortcut to OCBC Mobile Banking
- Latest product information and promotion offers
- Stock quote, HK indexes and latest market updates
- Instant exchange rate, gold price and deposit interest rate enquiry
- Nearest branch locator and customer hotline

\*Please be aware of that charges may be incurred for your mobile internet connection, especially data roaming charges, depending on the service plan of your telecommunication service provider. Our Mobile Banking Service only supports specific mobile phones equipped with web browser in the market.

<sup>^</sup>Only applicable to Personal Internet Banking accounts linked with the respective Investment account.

# Telematic Banking Service Telematic Banking

Welcome to using OCBC Telematic Banking (The Service).

You just call our Telematic Banking Service Hotline then you can enjoy banking solution to manage your accounts, funds transfer, time deposit or investment service breaking through time and geographical boundaries in a flexible and efficient way.

#### **PIN Activation**

Upon the receipt of Telematic Code and PIN, please call 8398 8622 to press 2 to acknowledge the receipt of the PIN before you can use the Service.

#### Note:

- 1. If the amount/quantity of exchange rate entered is not an integer, please press "\*" as the decimal point.
- 2. After the instruction has been completed, you can terminate the call by pressing "#".
- 3. Funds transfer cannot be changed after the instruction has been processed.
- 4. Transaction done after 8:00p.m. or on Saturday / Sunday and holiday, will be processed on the next business day.

#### Service Hotline

Telematic Banking	Telematic Stock Trade	Telematic Stock Enquiry
8398 8988	8396 3888	8396 3828

#### Service Schedule

Service Schedule	Monday to Friday	Saturday	Sunday
Time Deposit	9:00a.m. to 8:00p.m.	N/A	N/A
Foreign Exchange*	9:00a.m. to	9:00a.m. to 1:00p.m.	N/A
	2:30a.m./3:30a.m.^		
Gold Trading*	9:00a.m. to	N/A	N/A
	2:30a.m./3:30a.m.^		
Foreign Currency of	9:00a.m. to	N/A	N/A
Gold Buy or Sell Order	2:30a.m./3:30a.m.^		
Foreign exchange margin			
trading service			
- New Contract Placement /	9:00a.m. to	N/A	N/A
Square Contract	2:30a.m./3:30a.m.^		
- Additional / Withdrawal of	9:00a.m. to	24 hr	24 hr
Margin Deposit	2:30a.m./3:30a.m.^		
New Account Opening	9:00a.m. to 8:00p.m.	9:00a.m. to 8:00p.m.	9:00a.m. to 8:00p.m.
Cheque Status Enquiry and	9:00a.m. to 8:00p.m.	9:00a.m. to 8:00p.m.	9:00a.m. to 8:00p.m.
Stop Cheque Payment			
Customer Service Hotline	9:00a.m. to 6:00p.m.	N/A	N/A

<sup>\*</sup>Exchange transaction in Renminbi can only be performed from 9:00 to 17:30 on Monday to Friday.

#### Remarks:

If the user does not successfully login within one year, his telematic banking account will be suspended, please call 2832 2222 to resume the Service.

<sup>^</sup>US Winter Time

# Telematic Banking

Limit of Fund Transfer and Exchange

Item	Limit (eqv. To HKD)
Fund Transfer from Same Primary Account (per day)	\$10,000,000
Gold trading by Foreign Currency Account (per day)	Max.\$300,000
	Min.\$30
Foreign Margin Exchange Trading Service Maximum Contract Amount	\$2,000,000
Nominated Account Transfer (per day)	\$1,000,000
Card Payment	
- Personal Account	\$1,000,000
- Company Account	\$300,000
Bill Payment	\$100,000

Minimum Amount for Time Deposit

Currency/Gold	Min. Amount
GBP	500
NOK	5,000
DKK	5,000
SEK	5,000
JPY	100,000
HKD/MOP	10,000
CNY	5,000
Other Currency	1,000
99G	1 Tael
Gold Maple Leaf	1 Ounce

**Currency Code** 

No.	Currency	No.	Currency
01	HKD	09	CHF
02	AUD	10	CNY
03	NZD	11	EUR
04	CAD	14	NOK
05	USD	15	DKK
06	GBP	16	SEK
07	MOP	17	SGD
08	JPY		

## **Precious Mental Code**

No.	Precious Mental
30	99 Gold
31	Gold Maple Leaf

Foreign Exchange Margin Trading Service – Currency Code

<u></u>				
No.	Currency	No.	Currency	
02	AUD	08	JPY	
03	NZD	09	CHF	
04	CAD	11	EUR	
06	GBP			

## **Terms and Conditions for eBanking Services**

(Effective 1st October 2014)

The use of eBanking Services of the Bank will constitute the Customer's agreement to accept and be bound by the following terms and conditions.

#### 1. DEFINITION

1.1 In these conditions:

a. "Accounts	"means the account(s) nominated by the Customer to the Bank and accepted by the Bank from time to time to have access to the eBanking Service provided that the Bank may specify and at its option vary, the types of accounts in respect of which eBanking is available.
b. "Bank"	means OCBC Bank (Macau) Limited, its holding company or its subsidiaries.
c. "Customer"	means a person who has applied and being accepted by the Bank to use eBanking.
d. "eBanking Services"	means services providing by the Bank at its discretion from time to time via "Telematic Banking", "Mobile Banking" and "Internet Banking" or other electronic access channels.
e. "eBanking Identification Number	" means the identification number supplied by the Bank to the Customer that identifies and enables the Customer to access the eBanking Services.
f. "Telematic Banking"	means a part of eBanking Services offered by the Bank that enables the Customer to access a range of banking information and other services, as specified by the Bank from time to time, using telephone.
g. "Internet Banking"	means a part of eBanking Services offered by the Bank that enables the Customer to access to a range of banking information and other services, as specified by the Bank from time to time, using Internet.
h. "Message Service"	means a part of eBanking Services requested and registered by the Customer with the Bank to arrange for the alert message, and such other information or messages as the Bank may specify or provide from time to time to be displayed on his designated mobile phone and/or transmitted to Customer designated e-mail account (or such other telecommunication equipment).
i. "Mobile Banking"	means a part of eBanking Services offered by the Bank that enables the Customer (who is an individual) to access to a range of banking information and other services, as specified and provided by the Bank from time to time, using Mobile Network platform.
j. "Primary Account"	means MOP/HKD Savings Accounts or MOP/HKD Current Accounts or MOP/HKD Statement Accounts opened in the name of the Customer and indicated by the Customer in accordance with the customer's instructions at the time Customer

**1.2** Reference to the words importing a gender shall include every gender; references herein to any person shall include references to individual, firm, body corporate or unincorporate.

applied for the eBanking Service of the Bank.

**1.3** The terms and conditions are written in both English and Chinese and the Chinese version shall apply and prevail in the event of any inconsistency or discrepancy.

## 2. ACCOUNTS AND SERVICES RELATED TERMS AND CONDITIONS

- **2.1** In consideration of the Bank allowing the Customer to obtain access to and have the use of eBanking Services, the Customer agrees to act in accordance with these terms and conditions and any other instructions issued by the Bank from time to time.
- 2.2 The Bank shall be entitled to revise, alter, amend and/or add to these terms and conditions and any other instruction issued by the Bank at any time and from time to time. Any revision, alteration, amendment and/or addition thereto shall become effective and be binding on the Customer as from their effective day if 30 days notice thereof shall have been displayed in the lobby of the Bank and posted on the eBanking web site or by other means or in such manner brought to the attention of the Customer as the Bank thinks fit.

- **2.3** The Customer agrees to observe and perform all the terms and conditions herein contained and will indemnify the Bank against all costs (on solicitors and client basis), claims, demands, expenses, actions, losses and damages which the Bank may suffer as a result of the failure or omission on the part of the Customer to observe and perform the terms and conditions herein contained.
- **2.4** For joint and partnership account, the conditions herein shall be binding on all the account holders for a joint account and all the partners for a partnership account jointly and severally respectively and these conditions shall be read as applying to and binding on each of them separately.
- **2.5** Without prejudice to these conditions, any transactions on the Customer's accounts shall also be governed by all the express and implied terms and conditions applicable to those accounts.
- **2.6** Should any or part of the provisions herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or part thereof shall not be affected.

#### 3. PERSONAL IDENTIFICATION NUMBER (PIN) AND EBANKING IDENTIFICATION NUMBER

3.1 The Bank shall supply the Customer with eBanking Identification Number ("User ID" in case of Internet Banking and Mobile Banking, and "Telematic Code" in case of Telematic Banking) and initial Personal Identification Numbers (PIN) for eBanking Services separately.

#### In respect of eBanking services for personal customers:

- a. For individual account, the owner of the account shall have to apply.
- b. For joint account, each account holder shall have to apply individually and the application(s) must be signed by all the account holders accordingly. Initial PIN and eBanking Identification Number will be provided by the Bank to each of the account holders separately. For the avoidance of doubt, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of eBanking Services.

## In respect of eBanking Services for business customers:

- a. For proprietorship account, the owner of the account shall have to apply. For the avoidance of doubt, the proprietor carrying on business in the name of the Customer now or at any time hereafter shall be responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be binding on the proprietor.
- b. For partnership account, the Authorized Person and the Primary User shall be nominated from the partners, each nominated party shall have to apply individually and each application must be signed by all partners accordingly. Initial eBanking Identification Number and PIN will be provided by the Bank to each of the applicants separately. For the avoidance of doubt, each and every one of the partner carrying on business in the name of the Customer now or at any time hereafter shall be jointly and severally responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be jointly and severally binding on each and every one of the partners.
- c. For limited company account, the Authorized Person and each Primary User and Secondary User shall have to apply individually. Initial eBanking Identification Number and PIN will be supplied by the Bank to each of them separately.
- d. "Authorized Person" means the person(s) authorized by the Customer to act on behalf of the Customer and to be responsible for the management and control of the use of the Business eBanking Services including the appointment of Primary and Secondary Users by the Customer.
- e. "Primary User" means any person designated and authorized by the Authorized Person to administer the Business eBanking Services as well as to administer the Secondary User.
- f. "Secondary User" means any person designated and authorized by the Authorized Person to use the Business eBanking Services according to the Approval Matrix given to the Bank by the Authorized Person.
- g. "Approval Matrix" means a matrix indicates the approval group, and the group or combination of groups required for approving different transaction values within the transaction limit as prescribed by the Bank from time to time.
- 3.2 The Customer may request alteration of the User ID and/or PIN of Internet Banking and Mobile Banking, or the PIN of Telematic Banking at any time. For the purpose of these Terms and Conditions, the terms "User ID and/or PIN of Internet Banking and Mobile Banking" and "the PIN of Telematic Banking" shall be the User ID and PIN of Internet Banking and Mobile Banking and the PIN of Telematic Banking currently supplied by the Bank to the Customer or the approved alteration.
- 3.3 The Customer acknowledges that the PIN, other secret code or user identification is confidential, and the device for accessing eBanking Service is also very important, he has the obligation to take reasonable steps to keep the device, the PIN, other secret code or user identification secure and safe. The Customer shall be held liable for all losses if he has acted fraudulently or with gross negligence such as failing to properly safeguard the device, the PIN, other secret code or user identification. The Customer is responsible to keep secure and to take all necessary precaution to maintain adequate security of the same. The Customer hereby agrees and acknowledges that the use of eBanking

Services by any person (whether authorized by the Customer or not) with both the eBanking Identification Number and PIN shall constitute and be deemed the use of eBanking Services by the Customer.

- 3.4 a. The Customer shall notify the Bank as soon as reasonably practicable after the Customer find or believe that the eBanking Identification Number and PIN have been compromised, lost or stolen, or that unauthorized transactions has been conducted over the accounts and shall confirm the same in writing. The Customer shall change the PIN as soon as possible.
  - b. The Customer may be held liable for all losses if the Customer fails to make such notification.
  - c. Until the Bank has received such notification the Customer shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages incurred by it in respect of any use of eBanking Services whether authorized by the Customer or not. However if no effective and convenient facilities are provided by the Bank during particular periods, the Bank may be liable for any losses due to non-notification, provided the Customer shall notify the Bank within a reasonable time after the facilities have become available again.

#### 4. ACKNOWLEDGMENT AND AGREEMENT

- **4.1** The Customer understands and acknowledges that eBanking Services are provided as additional services in relation to his banking transactions with the Bank and shall not be considered as a substitute for other accepted method of effecting banking transactions. The Customer is responsible to use other means of effecting banking transactions in the event that eBanking Services are not available for any reason whatsoever and shall have no claim whatsoever against the Bank.
- 4.2 The Customer acknowledges that any instruction to the Bank via eBanking Services shall operate as a request and mandate by the Customer to the Bank to act on the instruction. The Customer further acknowledges that the Bank shall be entitled to act in accordance with its regular business practice and procedures and will only accept instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any instruction or to refuse to act on any instructions if, in its opinion, there are reasonable grounds for doing so. For the avoidance of doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omission on the part of the operator or manager of any such organization or system.
- **4.3** The Customer understands and agrees that he will check his instruction to ensure correctness before transmission via eBanking Services. The Customer acknowledges that he cannot countermand his instruction after his instruction has been received and executed by the Bank.
- **4.4** The Customer acknowledges that transactions involving transfer of funds between the Customer's accounts on any day may at the discretion of the Bank be processed to the relevant account on the day of the transaction or the next business day.
- **4.5** The Customer acknowledges that for each instruction, the Bank shall transmit a confirmation through the electronic delivery channel upon receipt of the said instruction. The Customer is responsible for ensuring that the confirmation agrees with the said instruction given and shall transmit a re-confirmation within the time as specified by the Bank from time to time. The Customer understands that the said re-confirmation shall then be treated as final and conclusive evidence of the said instruction, and that without such re-confirmation the Bank shall not process the said instructions.
- **4.6** The Customer acknowledges that written confirmation on the transactions, including foreign currency trading, passbook gold trading, placement and uplift of time deposit through eBanking Services may be provided by the Bank. Upon receipt of such confirmation the Customer will examine and report at once any errors found therein. In the absence of any objection to the confirmation within 30 days after its dispatch by the Bank to the Customer, such confirmation will be deemed to be confirmed and conclusive and binding upon the Customer and the Customer shall be deemed to have agreed to waive any rights to raise any objections or pursue any remedies against the Bank in respect thereof.
- **4.7** The Customer acknowledges that the Bank's computer data records of eBanking transactions and messages (including applicable exchange rates) are, save to the extent of manifest error, conclusive and binding on the Customer. The Customer agrees that such records shall be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained therein, to the extent permitted by applicable laws.
- **4.8** The Customer agrees that upon termination of the use of the eBanking Service in accordance with this Agreement, provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

#### 5. AUTHORIZATION

**5.1** The Customer shall irrevocably authorize the Bank to debit the Customer's accounts with the Bank the amount of any withdrawal, transfer and/or transaction effected via eBanking Services.

#### 6. LIABILITIES OF THE BANK

- **6.1** The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:
  - a. failure of eBanking Services and inability to access in whole or in part to eBanking Services due to failure of computer, telecommunication, electrical or network failure.
  - b. any failure or delay in transmitting information or for any error, inaccuracy, incompleteness or incorrectness in such information through the Mobile Banking with or without Message Service, or as a result of any such information not having been received on time or at all whether due to the Customer's designated mobile phone (or such other telecommunication equipment) having been turned off or not being in the possession of the Customer at the time of transmission or failure by the Customer to notify the Bank of any change in his mobile phone number and/or other particulars, if any, (of such other telecommunication equipment) or telecommunication company providing or servicing it.
  - c. delay in or failure of transmission owing to consequences arising from without limitation, failure of the Customer's mobile phone (or such other telecommunication equipment) to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure, malfunction, interruption or inadequacy of equipment or installation, act or omission of any telecommunication or other third party service providers, Act of God, government act, civil commotion, strike, war, fire, flood or explosion.
  - d. providing the eBanking Services according to the particulars provided to and registered with the Bank from time to time.
  - e. any leakage or loss of instruction or information relating to the Customer by any telecommunication company, equipment, device or intermediary through which the instruction or information passes.
  - f. services provided by the relevant telecommunication or network provider to the Customer in respect of the Customer's mobile phone (or other telecommunication equipment) or the performance or suitability of such mobile phone (or other telecommunication equipment).
  - In the event of gross negligence or willful default of the Bank, the Bank's liability to the Customer shall be limited only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
- 6.2 The Bank shall take all reasonable steps to ensure that information supplied by the Bank and made available by eBanking Services is correct and updated at regular intervals. The Customer hereby agrees and confirms that all information received via eBanking Services is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. Account statements showing transactions transacted through the account will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant account. The Bank shall not be liable for any liability or responsibility for the decision made, transactions carried out by the Customer by referring to those information provided.
- **6.3** The Customer hereby releases the Bank from all liabilities and indemnifies the Bank against all actions, suits, costs, claims, demands, expenses, losses and liabilities reasonably incurred or suffered by the Bank and howsoever arising in consequence of or in any way related to:
  - a. the Bank's acting upon instructions transmitted via eBanking Services by the use of eBanking Identification Number and PIN of the customer whether or not these instructions shall have been made with the proper authority of the Customer if he has acted fraudulently or with gross negligence or has failed to comply with Clause 3.3 and 3.4 hereof;
  - b. the incorrectness of any information supplied by the Bank to the Customer via eBanking Services caused by an act or omission negligence or otherwise caused by the malfunction of any of the Bank's equipment, beyond the control of the bank, unless reasonably foreseeable and solely and directly caused by the willful default or gross negligence of the Bank;
  - c. the Customer or any other person obtaining access via eBanking Services to information relating to the Customer or other person if such access was gained by the use of the eBanking Identification Number and PIN provided that the Bank shall have complied with its obligation stipulated in Clause 7.2 hereof.

#### 7. LIABILITIES OF THE CUSTOMER

7.1 If the Customer has acted fraudulently or with gross negligence, the Customer will be responsible for all transactions effected at any time. Such liability may arise if the Customer fails to take all reasonable steps to safeguard the secrecy of the eBanking Identification Number and/or PIN and/or protect the eBanking Identification Number and/or PIN against theft or loss.

- **7.2** Subject to the provisions hereof and in the absence of fraud or negligence on the part of its Customer, the Customer shall not be liable for unauthorized transactions performed through the eBanking Services due to
  - a. a computer crime not prevented by the security system of the Bank, or
  - b. a human or system error caused by the Bank, resulting in an improper transaction, leading to the lost or misplaced funds, or
  - c. a missed or mis-directed payment caused by the Bank.

The Customer shall be entitled to reimbursement from the Bank for interest or late penalties incurred by the Customer for missed payments attributable to the foregoing clauses (a), (b) and (c). The Bank's liability shall be limited to the value of the relevant transactions or actual damage of the customer whichever is less. The Bank shall not be responsible for any indirect, special or consequential loss or damage.

#### 8. DISCLOSURE OF INFORMATION

- **8.1** The Customer authorizes the Bank to disclose to the telecommunication company the messages sent by the Bank and such information regarding the Customer as may be necessary to enable the telecommunication company to provide the transmission service.
- **8.2** The Customer expressly authorizes the Bank to disclose and transfer to the officers, employees, business partners, information service providers, subsidiaries and agents of the Bank, the telecommunication company and any third party (within or outside the Macau Special Administrative Region) concerned such personal data and other information relating to the Customer, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the eBanking Services.
- **8.3** The Customer agrees and acknowledges that the information is only collected from individuals who voluntarily provide us with their personal information. We may use this information to advise them of products, services and other marketing materials, which we think, may be of interest to them. The Customer may disallow the Bank to share any information for cross-marketing purposes.

#### 9. EXPENSES AND CHARGES

- 9.1 The Bank reserves the right to require the Customer to pay fees and charges in relation to the eBanking Services and to revise such fees and charges upon giving not less than 30 days' notice to the Customer by whatsoever means that the Bank thinks fit specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the Bank's control, the Bank will give such notice to the Customer as is reasonable in the circumstances.
- **9.2** The Customer shall bear any fees, charges and expenses which may be imposed by the telecommunication company and/or Internet Service Provider providing or servicing his telecommunication equipment, Internet Access Equipment/device in connection with the eBanking Services, including but not limited to IDD and roaming service fee, if any.
- **9.3** The Customer agrees to pay any and all fees as advised by the Bank from time to time in connection with the provision or use of eBanking Services and the Customer hereby authorizes the Bank to debit the Primary Account of the Customer with the amount of such fees. The fees applicable shall be payable in advance and are non-refundable.

#### 10. SUSPENSION AND TERMINATION OF SERVICE

- 10.1 The granting of access to eBanking Services shall be at the Bank's sole discretion and the Bank may suspend or terminate the eBanking Services in whole or in part or any part thereof at any time it deems fit and without prior notice to Customer for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the telecommunication company and Internet Service Provider concerned in relation to their network. The Bank will not assume any liability or responsibility for any such suspension or termination.
- **10.2** The Bank may suspend or terminate the Mobile Banking Services upon but not limited to the request of the registered user of the mobile phone (or such other telecommunication equipment) with the telecommunication company at any time without giving any notice.
- **10.3** On the closure of a related account, access to that related account using eBanking Services will be terminated.
- **10.4** Subject to the aforesaid provisions the Customer may terminate the use of eBanking Services at any time upon notification duly made to the Bank. The termination of eBanking Services will not terminate Customer's accounts with the Bank or affect any accrued rights and obligation on the part of the Customer.

#### 11. SERVICES CONDITIONS

**11.1** The Bank will from time to time specify the scope of eBanking Services. The Bank may modify, expand or reduce the scope of eBanking Services from time to time.

- **11.2** The Bank shall have the right to impose such restrictions as it thinks fit for efficient operation of eBanking Services and without prejudice to these conditions may notify the Customer of any minimum or maximum value of each request and mandate.
- **11.3** The Customer may obtain access to eBanking Services during the service hours specified by the Bank from time to time. The Customer may also open Statement Account and Time Deposit Account via eBanking Services. The correspondence address of the new account shall adopt those of the Primary Account of eBanking Service.
- **11.4** Any instruction entered after the cut off time of the Bank, which is currently set at 8:00p.m. (Macau time) on any business day, may at the discretion of the Bank be treated as to have effect on the next business day; the Bank reserves the right to change the cut off time without prior notice to Customer.

### 12. FOREIGN CURRENCY AND GOLD BUY OR SELL SERVICE

"Foreign Currency and Gold Buy or Sell Order" is part of the eBanking Services which allows Customer to place an advance order to the Bank to buy a particular type of currency or gold from the Bank or to sell a particular type of currency or gold to the Bank.

- **12.1** The Customer agrees that the acknowledgment of an order shall not constitute as the Bank's acceptance of an order at the rate specified by the Customer, such rate serves as an indication to the Bank the highest buy rate or the lowest sell rate of the order.
- 12.2 The Customer agrees that once the order has been acknowledged by the Bank, the Bank will withhold the amount of currency or quantity of gold to be sold from the relevant account as indicated by the Customer until such order has been executed by the Bank or revoked by the Customer through the eBanking Services prior to the execution of the order. Should the available balance of the account with withheld amount or quantity shown inadequacy to meet any payment on demand, the Bank may at its sole discretion not to honour such demand and without prior notice to Customer. The Customer agrees to release the Bank from any liability and indemnifies the Bank against all actions, losses, suits, costs, claims, demands, expenses whatsoever reasonably incurred or suffered by it arising thereof.
- **12.3** Orders will only be executed from Monday to Friday during the service hours of the Bank when the Bank's rate quotation for such currency or gold is available at the time and in accordance with clauses 13.4 and 13.5 hereinafter mentioned.
- **12.4** When the Bank's selling rate is equal or lower than the rate specified in any buy order, on the first occurrence of such event, the Bank will apply such rate to the order.
- **12.5** When the Bank's buying rate is equal or higher than the rate specified in any sell order, on the first occurrence of such event, the Bank will apply such rate to the order.
- **12.6** Unless the order is revoked by the Customer or has been executed by the Bank, any outstanding order placed with the Bank will automatically be carried over to the next business day.
- 12.7 The Customer shall be aware of the perpetual risk of loss associated with the rapid movement in exchange rates and price of gold. Save and except that the loss is reasonably foreseeable and caused by the gross negligence and willful default of the Bank, the Customer hereby agrees that the Bank shall not be liable for any of the loss suffered in consequence of or in relation to:
- a. the change of laws or regulations of any government or other relevant bodies or any other cause beyond the Bank's control which prohibits the execution of the order.
- b. the Bank's inability to quote rate or vary the spread of buy or sell rate due to market condition or the closure of foreign exchange or gold market.
- c. the delay in the execution of or the inability to access for the revocation of any order arising from the failure of eBanking Services in whole or in part occasioned by negligence or the faulty or malfunction of the Bank's equipment or any circumstance outside the control of the Bank.
- **12.8** Once an order has been executed by the Bank it cannot be revoked or varied by the Customer. The Customer accepts and agrees to be bound by the outcome of the order executed in accordance with the terms stated herein.

## 13. FORWARD DATE INSTRUCTION

"Forward Date Instruction" is part of the eBanking Services which facilitate the Customer to place an advance Instruction to the Bank to execute transaction including but not limited to transfer of funds and bill payment.

13.1 The Customer understands and agrees that (a) the Bank shall act on an instruction on the execution date, if such instruction cannot be effected and transacted by the Bank on the execution date specified, the Bank shall act on such instruction on the next Business Day, and that (b) the Bank shall not be liable for any loss, damage or expense or consequential loss, damage or expense which the Customer may suffer by virtue of any delay in acting on such instruction or for any inability to act as a result of such instruction being considered by the Bank as ambiguous, unclear or incomplete or the Customer having failed to submit such instruction by the cut-off time specified by the Bank from time to time.

- **13.2** If the execution date of an instruction falls on a banking holiday, the Business Day on which such instruction can be effected and transacted by the Bank immediately succeeding the said banking holiday will be taken as the execution date of such instruction.
- **13.3** The Customer understands that the account must have maintained sufficient funds to execute the instruction before the business hour of the execution date. In the event of insufficient funds, the Bank is not obliged to execute the instruction, and a charge may be levied on each failing Instruction.
- **13.4** The Bank shall not be obliged to accept variation or cancellation of the instruction after the execution date specified or in the event that the Bank at its absolute discretion has insufficient time or unable to act due to circumstances beyond its control.

## 14. GOVERNING LAW AND JURISDICTION

- 14.1 The Bank is supervised by Monetary Authority of Macau (AMCM).
- **14.2** This Terms and Conditions shall be governed by and construed in accordance with the law of Macau Special Administrative Region.
- **14.3** Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- **15.** If there is any inconsistency or conflict between the English and the Chinese versions, the Chinese version shall prevail.

# The use of HK-Macau Instant Remittance Service of the Bank will constitute the Customer's agreement to accept and be bound by the following terms and conditions

The transfer will be made at the Applicant's sole risk. The Applicant contracts as principal. OCBC Bank (Macau) Limited ("Bank") accepts no obligation whatsoever to any other person (including the Applicant). Macau law governs the relationship between Bank and Applicant. The only obligation of the Bank in respect of the transfer is to exercise reasonable care (subject to these Terms and Conditions) in preparing appropriate instructions to its branches, subsidiaries, correspondents, agents, any other persons or organizations and to send out such instructions in accordance with its usual practice

The Bank may effect the transfer literally, in cipher or through any other means or media, and through any branches, subsidiaries, correspondents, agents, any other persons and organizations and clearing system(s) (if necessary). All expenses incurred in advising Applicant (at its request) of the fate of a transfer shall be paid by the Applicant on

Unless otherwise instructed in writing the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instruction by the Applicant, the currency of the payment to the Beneficiary will depend on local law and practice and the policy of the relevant correspondent.

Unless a firm exchange rate has been agreed, the Bank will effect the transfer on the basis of a provisional exchange rate which shall be determined at the absolute discretion of the Bank and adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Applicant's account.

The Bank may effect the transfer at a place other than specified by the Applicant if, in the Bank's sole opinion,

operational procedure so requires.

The Bank cannot undertake that the Beneficiary will receive the full amount of the transfer without deduction of charges by any person other than the Bank, and the Bank shall not be liable in any way therefore or in connection therewith, nor as a result of the fund to be transferred being frozen or blocked and not available to the Beneficiary

under local law.

The Bank will process the request for transfer in accordance with its usual practice, and does not guarantee (nor shall it be liable in any way for or in connection (with) the time of actual dispatch of instructions to the Bank's branches, subsidiaries, correspondents, agents, any other persons or organizations. Without prejudice to the foregoing, the Bank has the absolute discretion not to process a request for transfer for a specific day; but if processed, transfer for a specific day value is subject to applicable cut-off time and the Bank does not guarantee that the fund will be received by the Beneficiary on that specific day.

The Bank shall not in any way be liable for:
(a) Any loss, mutilation, error, omission or delay in the transmission of message; or from misinterpretation by any other or organization;

Any act or omission in good faith in the course of carrying out the Applicant's instructions;

Any act or omission whatsoever of or any insolvency, bankruptcy, liquidation, administration or similar proceedings affecting its correspondents or agents or other persons or organizations;
Any act or event beyond the Bank's control;
Any losses and damages arising from or in connection with any errors or mistakes made by the Applicant or

anyone (other than the Bank) in requesting for the transfer;

Any exchange control or other restriction applied in the country in which payment is to be made nor be liable for

any loss or delay as a result; The charges which may be imposed by overseas branches, subsidiaries, overseas banks, correspondents, agents, any other persons or organizations.

9. Payment may be made to the account stated by the Applicant even if the account holder appears to be different from the Beneficiary and the Applicant shall have no claim against the Bank, its branches, subsidiaries, correspondents, agents, any other persons and organizations in respect thereof. Where only the name of the Beneficiary is given, without account number, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Applicant whose name appears to correspond to the name of the Beneficiary. Where only the account number is given, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Applicant whose account number appears to correspond to the instruction given by the Applicant.

10. Refund will only be made after the Bank's actual receipt from its branches, subsidiaries, correspondents, agents, other persons or organizations of the relevant fund, and may be made in Hong Kong Dollars after conversion at the Bank's buying rate for the currency of the transfer at the time of refund less all charges and expenses incurred by the Bank,

buying rate for the currency of the transfer at the timé of refund less all charges and expenses incurred by the Bank, its branches, subsidiaries, correspondents, agents or any other persons or organizations.
11. The Bank reserves the right not to process the transfer if in the sole opinion and absolute discretion of the Bank that the information or instruction given is incomplete or is not sufficiently clear, or there is insufficient fund in the account of the Applicant for the transfer, or the transfer does not fulfill the requirements as designated from time to time by the Macau Monetary Authority, other relevant authority or clearing bank (if applicable). Save and except reasonably foreseeable and direct loss and damage caused directly and solely by the gross negligence or willful default of the Bank or its employees in the course of employment, the Bank shall not be held liable for:

(a) Any delay in processing the transfer or not processing the same; and
(b) Any delay in payment or in giving advice of payment.

12. If the transfer or the processing of the transfer, or any procedure or other action connected with the transfer or its processing will directly or indirectly and to any extent use or involve the use or operation of the clearing system of any currency set by the Camara de Compensacao de Macau, the Applicant hereby:

(a) Acknowledges the use or operation of the clearing system of such currency will be subject to the Clearing House Rules and the Operation Procedures of such currency referred therein (as the same may be modified from time to time);

(b) And agrees that the Macau Monetary Authority or any other institutions involved shall not owe and duty or incur any liability to the Applicant in respect of any claim, loss, damage or expenses of any kind or nature whatsoever
13. If the transfer is requested via internet or other electronic means, the Applicant shall also be subject to the Terms and Conditions for Use of Personal Internet Banking or the Terms and Conditions for Use of Business Internet Banking, whichever is applicable. Without prejudice to the rights of the Bank hereunder, the Applicant may apply for Personal Internet Banking or Business Internet Banking to register a registered template containing the details of the Beneficiary (including its account name and number) for the transfer to be made.
14. Should any or part of the clauses herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or any part thereof shall not be affected.
15. If there is any inconsistency or conflict between the English and the Chinese versions, the Chinese version shall prevail.

## Terms and Conditions for eStatement & eAdvice Service

(Effective 1st October 2014)

#### 1. Definition

- 1.1 "eAdvice" means any advice, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form, other than eStatement.
- **1.2** "eStatement" means any statement, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form.
- **1.3** "eStatement & eAdvice Service" or "Service" means the service provided by the Bank under which eStatement and eAdvice are provided to customers through the Bank's Internet Banking services ("Internet Banking") and other ancillary services in connection therewith, if any.

#### 2. Terms of Use

- 2.1 The use of eStatement & eAdvice Service shall at all times be governed by these Terms and Conditions and the terms and conditions governing the use of eBanking Services, as may from time to time be amended, supplemented and/or modified by the Bank.
- **2.2** By accessing and using the eStatement & eAdvice Service, you acknowledge that you have read and understood these Terms and Conditions and the terms and conditions governing the use of OCBC Bank eBanking Services, and you agree to be bound by the same and all the amendments, supplements and modification thereto.
- 2.3 These Terms and Conditions are in addition and without prejudice to the other terms and conditions governing your account(s) and your use of other product(s) and service(s) offered by the Bank, which shall continue to apply unless otherwise specified by the Bank. In the event of inconsistency or conflict between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict so far as the eStatement & eAdvice Service is concerned.

#### 3. The Service

- 3.1 In order to use the Service, you must be a registered user for Internet Banking.
- **3.2** If you wish to discontinue receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank, the Bank will discontinue sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications as the Bank in its absolute discretion determine.
- **3.3** The Bank may from time to time at its sole and absolute discretion determine, specify, modify, reduce or vary the scope and features of the Service and/or suspend or terminate the Service (or any part thereof) without your consent at any time and without or with notice in such manner and by such means of communication as the Bank shall deem fit
- **3.4** If you wish to resume receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank in its absolute discretion, the Bank will revert to sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank's record.
- 3.5 In the event of suspension or termination of this Service (howsoever occurred),
  - A) the Bank does not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances;
  - B) it is without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination; and
  - C) the Bank will send all future statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank's record.
- 3.6 The Bank may from time to time include within the Service marketing materials relating to the Bank's products and services or those offered by any companies of the Bank Group and selected third parties (collectively "Marketing")

- Materials"). Your use of the Service shall constitute your agreement to such inclusion of and/or to receive such Marketing Materials.
- **3.7** You agree that you are solely responsible for ensuring that your equipment or device (including software programs contained thereon) are capable of and in good, functioning order for accessing, viewing, printing and downloading eStatement and eAdvice and for maintaining security of your equipment or device. The Bank has no responsibility or liability in respect of your equipment or device.
- **3.8** All eStatement and eAdvice sent to you under this Service shall be deemed to have been delivered to you at the time they are sent via internet under Internet Banking and shall only be made available for access, view, print and download for such period of time as the Bank may in its absolute discretion from time to time determine, irrespective of whether or not they have been viewed and/or saved by you.
- 3.9 It is your sole responsibility and you agree to periodically check, open, read or access and carefully review all eStatement and eAdvice in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities. Without prejudice to the generality of the aforesaid, you are required to check and verify the correctness of all eStatement and eAdvice and you agree to notify the Bank of any errors, omissions, unauthorized transactions or other irregularities within 60 days where the eStatement is a monthly card statement and 90 days for all other eStatement and eAdvice after the statement date, otherwise the eStatement and eAdvice shall be conclusive evidence as to the balance shown therein without any further proof and binding on you, and the Bank shall be free from all claims or demands in respect thereof, irrespective of whether or not you have opened, read and/or verified the eStatement and eAdvice.
- **3.10**By assessing and using the Service, you acknowledge and accept that the inherent risks in the use of and transmission of information via the Internet, and you also agree to take all reasonably practicable measures to ensure and maintain the security of your equipment and device for accessing, viewing, printing and downloading eStatement and eAdvice.
- 3.11 After your request herein as mentioned under Clause 3.2 shall have been accepted by the Bank, the Bank may but without being obliged to, and at its sole and absolute discretion, send a notification via email to your email address and/or mobile phone number last registered with the Bank to notify you that the latest eStatement and eAdvice has been sent to you via the Service. You agree that such email address and the mobile phone number for this purpose is accurate valid and up-to-date. The Bank is not in any event be responsible for the notification is not received by you due to your email address or mobile phone number having changed or being invalid or due to systems failure.
- **3.12**The Bank may in its absolute discretion, but shall not be obliged to provide upon your request the corresponding printed statement(s) and advice(s) of the eStatement and eAdvice covered by the eStatement and eAdvice Service and the Bank reserves the right to levy such fees and charges as determined by the Bank from time to time for complying with your request.
- **3.13**You warrant that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify the Bank of any changes thereto, including without limitation the above mentioned email address and the mobile phone number provided to the Bank by you for or in relation to this Service.
- **3.14**The Bank reserves the right at any time and from time to time to impose fees and charges for the Service with reasonable notice.

#### 4. Liabilities

- **4.1** You agree that the Bank shall not be liable or in any way responsible for any loss, damages or expenses that you or any third party may incur in relation to or in connection with:-
  - A) any failure, disruption or delay in providing or receiving the Service (or any part thereof) or the eStatement or eAdvice due to any failure, fault, malfunction, interruption, breakdown of computer, device, machine, telecommunication, electrical or network failure, act or omission of any telecommunication or other third party service providers or other circumstances that are beyond the Bank's control;
  - B) any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the Service;
  - C) any misuse or unauthorized access or use of the Service or the eStatement or eAdvice by you or anyone else; and
  - D) any disclosure, leakage, loss of data, confidential information, other than due directly and solely to the Bank's gross negligence or willful default.
- **4.2** You will indemnify and keep the Bank indemnified against any claims, proceedings, actions, losses, damages or expenses that may be incurred by the Bank in providing the Service to you, save and except any loss or damages caused solely and directly by negligence, fraud or willful default on our part.

### 5. Governing Law and Jurisdiction

- 5.1 The Bank is supervised by Monetary Authority of Macau (AMCM).
- **5.2**This Terms and Conditions shall be governed by and construed in accordance with the law of Macau Special Administrative Region.

**5.3** Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

## 6. Governing Version

Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail.