

Important Notes for OCBC Bank's Mobile App

THIS APP IS PART OF THE EBANKING SERVICES PROVIDED BY OCBC BANK (MACAU) LIMITED (THE "BANK"). BY DOWNLOADING, UPDATING AND/OR USING THIS APP, YOU AGREE TO BE BOUND BY THESE IMPORTANT NOTES AND ANY OTHER POLICIES, TERMS OR OTHER DOCUMENTS THAT MAY BE AMENDED FROM TIME TO TIME WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE, INCLUDING BUT NOT LIMITED TO THE BANK'S TERMS AND CONDITIONS FOR ALL ACCOUNTS AND RELATED SERVICES, THE BANK'S TERMS AND CONDITIONS OF INVESTMENT ACCOUNT, THE SPECIFIC TERMS AND CONDITIONS OF THE RELEVANT PRODUCTS AND/OR SERVICES AND ANY OTHER AGREEMENT BETWEEN YOU AND THE BANK (PLEASE VISIT THE FOLLOWING WEBSITE FOR FULL DETAILS: <https://www.ocbc.com.mo/personal-banking/en/forms-and-enquiries-more.html>). IF YOU DO NOT AGREE TO THESE IMPORTANT NOTES, YOU SHALL UNINSTALL AND NOT USE THIS APP.

All transactions conducted via this app is subject to the Bank's **Terms and Conditions for All Accounts and Related Services**, the Bank's **Terms and Conditions of Investment Account**, the specific terms and conditions of the relevant products and/or services and such other applicable terms and conditions, as may be amended from time to time. Unless expressly defined herein, capitalized terms used herein have the same meanings as those in the Bank's Terms and Conditions for All Accounts and Related Services [please visit the following website for full details: <https://www.ocbc.com.mo/personal-banking/en/forms-and-enquiries-more.html>].

This app, Mobile Banking and the products and services referred to therein are offered only in jurisdictions where and when they may be lawfully offered by the Bank and members of its group of companies [collectively the "Bank Group"] and the materials therein are not intended for use by persons located in or resident in jurisdictions which restrict the distribution of such materials by the Bank Group. Persons accessing this app and/or Mobile Banking are required to warn themselves about and observe any relevant restrictions.

No information and materials on this app shall be regarded as an offer or solicitation to sell investments, products or make deposits in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. No information and materials on this app shall be regarded as any professional advice and you are reminded to consult your own professional adviser before making any investment, deposit or purchasing any product.

The information, materials, products or services contained or supplied on this app may be changed, amended or withdrawn from time to time or at any time without prior notice. The eligibility for and availability of particular information or materials and/or each product or service is subject to the final and absolute determination and acceptance by the Bank Group.

Fees and Charges

The Bank reserves the right to require you to pay fees and charges in relation to the eBanking Services (including Mobile Banking) and to revise such fees and charges upon giving not less than 30 days' notice to you by whatsoever means that the Bank thinks fit specifying the amount of the applicable fees and charges unless such revision of fees and charges is beyond the Bank's control, in which case the notice will be given as soon as reasonably possible.

You shall bear any fees, charges and expenses which may be imposed by any third-parties, including but not limited to, the telecommunication company and/or Internet Service Provider providing or servicing your telecommunication equipment, Internet access equipment/device in connection with this app and/or eBanking Services (including Mobile Banking), including but not limited to PNETS, IDD and roaming service fee, if any.

You agrees to pay all fees as advised by the Bank from time to time in connection with the provision or use of eBanking Services (including Mobile Banking) and you authorizes the Bank to debit your Primary Account with the amount of such fees. The fees applicable shall be payable in advance and are non-refundable.

Security

You acknowledges that eBanking Identification Number, the User ID, the PIN password, password, any secret code and user identification for accessing eBanking Services (collectively the "**Personal Identifiers**") are confidential, and any action or omission whether intentionally or unintentionally by you to breach that confidentiality shall render you liable for all losses and damages incurred by the Bank.

You are responsible to keep secure and to take all necessary precautions (including but not limited to the following measures) to keep the Personal Identifiers secure and safe:

The Bank grants you a nontransferable, non-exclusive license to download and use this app on your mobile device for your personal purposes of conducting Mobile Banking only.

You may not use this app or Mobile Banking for any purpose which is unlawful, abusive, libelous, obscene, threatening or inappropriate in any other way.

Disclaimer

This app, the information and materials on this app and Mobile Banking are provided on "as is" and "as available" basis. The Bank Group does not give representation or warrant the accuracy, completeness, sufficiency, usefulness or reliability of any of the information and materials provided. Also, no representation or warranty of any kind (whether express

or implied), including but not limited to representation or warranty of non-infringement of third-party rights, titles, merchantability, fitness for any particular purpose and freedom from computer virus, Trojan horses, worms, software bombs or similar items, is given in connection with this app and such information and materials and you shall do your own checking. Further, you are solely responsible for ensuring adequate protection and back up of data and/or equipment for your mobile device, including taking reasonable and appropriate precautions. The Bank is not responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result or in connection with any of the matters set out in this paragraph except if in connection to an action or omission from the Bank due to gross negligence or willful misconduct or any other case as statutorily provided in the relevant laws and regulations.

Please be reminded that communications over the Internet may be subject to interruptions, transmission blackouts, delayed or incorrect data transmissions arising out of situations beyond the Bank Group's control. Messages sent over Internet cannot be guaranteed to be completely secure. The Bank Group will not be responsible in any manner for any damages incurred by you as a result of any delay, loss, diversion, alteration or corruption of any message either sent to or received from the Bank Group over the Internet, except if in connection to an action or omission from the Bank due to gross negligence or willful misconduct or any other case as statutorily provided in the relevant laws and regulations.

Usage of this app and/or Mobile Banking may carry additional risks. These include any loss or damage caused to your data or mobile device (including its setting), any interception, interruption or corruption in the transmission of instruction or messages, and any unauthorized use of password due to the auto-password-saving feature of certain mobile devices. The Bank is not responsible for any of such risks. You have to accept these risks and all consequences arising from these risks.

To the extent permitted by law, the Bank Group expressly disclaims the liability for any interruption, defect, delay in operation or transmission, computer virus, Trojan horses, worms, software bombs or similar items, line or system failure, or in connection with any errors, omissions or inaccuracies in any information and materials provided on this app and Mobile Banking, and shall not be responsible in any manner for direct, indirect, special, incidental or consequential damages, losses or expenses arising in connection with or arising out of the use of this app and/or Mobile Banking or inability to use by any party, except if in connection to an action or omission from the Bank due to gross negligence or willful misconduct or any other case as statutorily provided in the relevant laws and regulations.

In any event, the liability of the Bank Group for any particular incident or series of related incidences shall not exceed the amount of the relevant transaction, instruction or direction (or series of relevant transactions, instructions or directions) or the amount of direct damages suffered by the users, whichever is less.

Your Obligations

You agree and acknowledge that the use of eBanking Services by any person (whether authorized by you or not) with your Personal Identifiers shall constitute and be deemed the use of eBanking Services by the authorized holder of such Personal Identifiers as per the records of the Bank.

You shall notify the Bank as soon as reasonably practicable after you find or believe that the Personal Identifiers have been compromised, lost or stolen, or that any unauthorized transaction has been conducted over your account and shall confirm the same in writing. You shall also change the relevant Personal Identifiers as soon as possible. You may be held liable for all losses if you fail to make such notification to the Bank. Until the Bank has received such notification, you shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages in respect of any use of Mobile Banking whether authorized by you or not.

In addition, you are responsible for all claims, damages, liabilities, fees, charges, costs and expenses of any kind arising from:

- your use of this app and/or Mobile Banking;
- our reliance on the information provided by you for providing Mobile Banking; and
- any breach by you of any intellectual property or other right of the Bank or any other person.

You are responsible for preventing, safeguarding and ensuring that no computer virus, Trojan horses, worms, software bombs or similar items are uploaded, transmitted or installed onto or via this app or Mobile Banking.

Hyperlink Policy

1. Hyperlinks from the Bank to websites or mobile apps outside the Bank

For your convenience, this app may provide hyperlinks to other websites on the Internet or any other mobile apps which are not maintained or controlled by the Bank. These third-party websites or mobile apps are not affiliated with or in any way related to the Bank and the Bank is providing such hyperlinks for your information purposes only.

The provision of hyperlinks to external or third-party websites or mobile apps does not and in no way represent any forms of recommendation, endorsement, approval, guarantee or introduction of any third parties or the products and services that they provide, or any form of co-operation between the Bank and such third parties unless otherwise stated by the Bank. Additionally, the Bank is not a party to any contractual arrangements that you and the provider of the third-party website or mobile apps or any third party may enter into, unless otherwise specifically agreed to by the Bank.

You are strongly warned that in case of use of any hyperlink, you do so at your own risk. The Bank is not responsible for any loss, damage, or consequence that may, directly or indirectly, arise from your usage of the hyperlinks, except if in connection to an action or omission from the Bank due to gross negligence or willful misconduct or any other case as statutorily provided in the relevant laws and regulations, nor shall be held liable

for the accuracy, truthfulness, or whatever of the contents of such third-party websites or mobile apps.

The hyperlinks to third party websites or mobile apps may contain downloadable software that are for your own convenience only. Once again, we shall not be held responsible for any problems or difficulties that you may encounter in downloading or installing such software. Please bear in mind that the use of any software downloaded from the Internet may be governed by a license agreement. The Bank is not in any way responsible for any infringement by you of any intellectual property rights of the relevant software provider by your failing to adhere to the terms of such license agreement.

When you use this hyperlink service, you must observe the terms of use and the relevant rules and conditions stipulated by the Bank as well as those set down by other third-party websites or mobile apps.

2. Hyperlinks from OCBC Bank to other Bank Group Websites or Mobile Apps

The Bank may provide hyperlinks to other Bank Group websites or mobile apps. These websites or mobile apps may be created elsewhere in different jurisdictions and under different governing laws. The products and services offered on these websites or mobile apps may be limited to person of a specific location and jurisdiction.

You must take heed when using these websites and pay particular attention to the specific terms and conditions of use pertaining to these websites or mobile apps.

3. Hyperlinks from External Websites to our OCBC Bank Website or the Mobile Banking

Before creating a hyperlink in any form from a third-party website or mobile app to the Bank's website, this app or the Mobile Banking, you must always acquire the prior written approval of the Bank. The granting of such approval is at the Bank's absolute discretion. Any use or display of our logos, trade names, and trademarks or whatever that can reasonably be inferred the Bank as a hyperlink will not be approved unless in very exceptional circumstances. The Bank may only approve a hyperlink which displays simply the Bank's name or website address or a link to download this app. If approval is granted, this may be subject to a fee as the Bank may determine at its absolute discretion. The Bank may rescind any approval granted at its absolute discretion, and requires the removal of any links to the Bank's website at any time. Any link to the Bank's website, this app or the Mobile Banking must be made directly to the home or front page of the Bank's website, this app or the Mobile Banking, and no "framing" or "deep-linking" of the Bank's website, this app or the Mobile Banking or any content thereof is allowed.

The Bank is not responsible for the setup of any hyperlink from a third-party website or mobile application to the Bank's website, this app or the Mobile Banking or any page thereof. Neither is the Bank responsible for the contents or information of any third-party websites or mobile apps linked with the Bank's website, this app or the Mobile Banking. Such links shall not constitute any kind of endorsement by the Bank, or any co-operation between the Bank and the third-party website or mobile app. Please be advised that the Bank Group is not liable for any loss, damage or consequence incurred or suffered by you or any third party arising from or in connection with such links, except if in connection to an action or omission from the Bank due to gross negligence or willful misconduct or any other case as statutorily provided in the relevant laws and regulations.

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Privacy Policy & Personal Information Collection Statement

By accessing this app and any of its pages, you agree to be bound by the terms and conditions set out in the Privacy Policy & Personal Information Collection Statement (as amended by us from time to time). Please [click here](#) for full details.

Security tips

Despite the enormous effects taken by us, you are playing an important role in ensuring the system security. Please [click here](#) for full details of the security tips recommended by us.

Modification

It is hereby expressly agreed that the Bank may from time to time and at any time in its absolute discretion without the consent of you or any third party, replace, revise, increase, add, amend, update and/or delete any or all of these Important Notes for OCBC Bank's Mobile App. You will be deemed to have accepted and be bound by them if you continue to use or access this app.

Governing Law & Jurisdiction

These Important Notes for OCBC Bank's Mobile Banking shall be governed by and construed in accordance with the laws of Macau Special Administrative Region of People's Republic of China ("**Macau**") and you hereby irrevocably submit to the non-exclusive jurisdiction of Macau courts.

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

(In the event of any inconsistency between the English and Chinese versions, the English version shall prevail.)