

## **Additional Terms and Conditions for Mobile Banking Application of Fubon Bank (Hong Kong) Limited**

Please read the following additional terms and conditions (the “Terms and Conditions”) before using the Mobile Banking Application (the “App”).

### **Applicability of the Terms and Conditions**

The Customer agrees to be abide by the terms of Fubon Bank (Hong Kong) Limited (the “Bank”) Global Terms and Conditions for Accounts and Services and the Terms and Conditions whenever downloading and using the App.

The App is only available to customers who have registered to use Fubon Internet Banking Service. The Terms and Conditions are not intended to and will not supersede or replace the existing terms and conditions governing the Customer’s accounts and his or her use of other products and services offered by the Bank, including, without limitation, those concerning Internet Banking Service which shall continue to apply unless otherwise provided.

### **Availability**

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

### **Disclaimer**

The information, materials, products and services provided on the App are not intended for distribution to, or use by, any person or entity in any jurisdiction where and when such distribution or use would be contrary to law or regulation in such jurisdiction or which may subject the Bank and its group members (the “Group”) to any regulatory requirement within such jurisdiction. Persons accessing the App must satisfy themselves that they are not subject to any local requirement which restricts or prohibits them from doing so.

The App should not be regarded as an offer or solicitation to buy or sell investments or to make deposits or to be made available any loan or facility in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdiction. Information contained in the App, whether provided by the Group or any other information provider, is not intended to be professional advice and should not be relied upon in that regard. Persons accessing the App are advised to obtain prior appropriate professional advice if necessary.

By downloading or updating the App in Android platform, a face recognition function module is attached automatically to the App.

### **Intellectual Property Rights**

The Customer acknowledges and agree that the App and the software comprised therein are proprietary to the Bank and/or third-party service providers. The Group and various other parties own the trade

marks, logos and service marks displayed on the App and no one can use the same without written permission of the Group or the relevant parties who own the same. The information on the App is protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, published in any medium, used for creating derivative works, used or dealt with in any other ways for any purpose without the Group's prior written consent. The Customer warrants that he or she shall not attempt to tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the App and the software comprised therein. The Customer also undertakes to notify the Bank promptly if he or she is aware of any such suspected breach or infringement.

The Customer agrees to indemnify and hold the Bank harmless against any loss that may be suffered by the Bank or any claim that may be initiated by a third party which is in any way the result of improper use of the App by the Customer. The Bank shall be entitled to suspend or terminate the Customer's access and/or use of the App immediately without notice in the event of the Customer's breach of the Terms and Conditions and reserve the right for taking legal action.

### **No Warranty**

While the Group has endeavored to exercise due care in preparing the information contained in the App, such information is provided on an "as is" basis and is subject to change without prior notice without warranty of any kind either express or implied. In particular, no warranty regarding non-infringement, security, completeness, accuracy, fitness for a particular purpose or freedom from computer virus is given in conjunction with such information.

### **Limitation of Liability**

In no event will any member of the Group be liable or have any responsibility for loss or damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of or inability to access or use the App or any linked websites, including, without limitation, loss or damages resulting from the act or omission of any third party.

### **Linked Websites**

The App may contain third party content or links to third party websites. The Group is not responsible for third party content or websites or websites linking to or framing the App. Access to and use of such other websites is at the user's own risk and subject to any terms and conditions applicable to such access/use.

### **Communications over the Internet**

Messages sent over the Internet cannot be guaranteed to be completely secure or whether they will be duly communicated. The Group will not be responsible for any damages incurred by users if they send a message to the Group, or if the Group sends a message to them at their request, over the Internet.

Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise.

**Language**

The Terms and Conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.