

TERMS & CONDITIONS FOR THE PHONE BANKING SERVICE

Please read carefully the Terms and Conditions for the Phone Banking Service ("these Terms and Conditions") below which govern the access to and use of the Phone Banking Service (the "Service") of Fubon Bank (Hong Kong) Limited. The Customer, by his application for and use of the Service, hereby accepts these Terms and Conditions and other terms and conditions of the Bank that are from time to time applicable to the accounts, services and transactions that the Customer accesses, uses, operates or conducts through the Service and agrees to be bound by them.

All accounts, services, transactions and facilities accessed, effected or provided through the Service shall also be subject to other terms and conditions applicable to such account, services, transactions and facilities, as applicable and amended from time to time. In the event of any inconsistency, these Terms and Conditions shall prevail.

(1) Definitions

"Account"	means each account which the Customer opens and holds with the Bank from time to time;
"Bank"	means Fubon Bank (Hong Kong) Limited, a company incorporated in Hong Kong whose registered address is situated at Fubon Bank Building, 38 Des Voeux Road, Central, Hong Kong;
"Customer"	means the person or persons in whose name or names an Account is opened or a Service is supplied and references to the Customer shall include: (i) if the Customer is an individual, the Customer's executor, personal representative, lawful successor, assign and trustee in bankruptcy; and (ii) if the Customer is a limited company, partnership, sole proprietor, Society or corporation, its successors and assigns. Where an Account or Service is applied for in the name of a partnership or firm, or by more than one person, the term Customer shall be construed, as the context requires, to mean one, any or all of them;
"Customer Address"	means the last correspondence address of the Customer registered with the Bank;
"TIN"	current the telephone banking identification number for the time being established for the Customer (or any other number substituted by the Customer from time to time for that purpose) and assigned to the Customer for the purpose of identification of the Customer in giving Instructions;
"User Guide"	means the user guide issued by the Bank to the Customer in respect of operating instructions for the use of the Phone Banking Service (and such user guide as varied, amended, updated or substituted by the Bank from time to time without prior notice to the Customer).

(2) Interpretation

- 2.1 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing any gender include every gender.
- 2.2 In these Terms, references to the term "person" shall include any individual, sole proprietor, company, corporation, body corporate or unincorporated or other juridical person, partnership, firm enterprise, joint venture, society, club, association or trust or any federation, state or subdivision thereof or any government or agency of any thereof.
- 2.3 The headings in these Terms are for convenience and ease of reference only and shall have no effect whatsoever.
- 2.4 The Chinese translation of these Terms is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Terms, the English version shall prevail for all purposes.

(3) Scope of Service

- 3.1 All Instructions and Transactions are subject to and governed by the Terms and Conditions and the HKAB Rules.
- 3.2 Subject to the provisions of the User Guide issued by the Bank to the Customer in respect of operating instructions for the use of the Phone Banking Service (and such user guide as varied, amended, updated or substituted by the Bank from time to time without prior notice to the Customer) and any limitations, changes or restrictions imposed by the Bank from time to time, the phone banking service available will include but not limited to, inter alia, the following:
 - 3.2.1 account services;
 - 3.2.2 change of TIN; and
 - 3.2.3 other types of bank maintenance and banking services within the scope of the Terms and Conditions as the Bank may from time to time determine (hereunder referred as "Phone Banking Service" or the "Service").
- 3.3 The services currently available under Phone Banking Service hereunder can be varied by the Bank as it may determine in its discretion from time to time.
- 3.4 Customer shall fully indemnify the Bank and keep the Bank harmless, from time to time on demand, against any and all losses, damages, costs (including legal costs on a full indemnity basis), expenses, charges, actions, suits, proceedings, claims or demands whatsoever ("Liabilities") which may be brought against the Bank, or which the Bank may suffer or incur in connection with or as a result of any act or omission in relation to the Bank's performance of its duties and/or obligations in relation to the Service, except to the extent that such Liabilities result or arise directly from the Bank's negligence, willful default or fraud. This indemnity shall continue notwithstanding the termination of the Service.
- 3.5 Use of Phone Banking Service via SMS, data and/or telephone calls may incur charges. The Customer must settle those charges and whatever fees incurred with his or her mobile service provider.

(4) TIN

- 4.1 The TIN will be established, assigned and notified by the Bank to the Customer. The TIN shall remain effective until it has been changed by the Customer in accordance with the User Guide or the Service is terminated.
- 4.2 The Customer may change the TIN at any time. However, the Customer shall not choose a combination of numbers which are not suitable or can be easily known, accessed or guessed.
- 4.3 Customer must ensure that the TIN is kept strictly confidential and secret to prevent fraud and in this respect must:
 - (a) destroy the original printed copy of the TIN;
 - (b) not allow anyone else to use TIN;
 - (c) not write down or record the TIN without disguising it;
 - (d) not under any circumstances disclose his TIN to any other person;
 - (e) not keep any written record of the TIN in a manner which may enable another person to access his account(s) through the Service;
 - (f) not select easily accessible personal information, such as telephone number, identity card number or date of birth of the Customer as TIN;
 - (g) not use the same TIN for accessing other services (e.g. connection to the internet or accessing other websites);
- 4.4 Customer should immediately inform the Bank if they find that the TIN has been lost or when it has come to the knowledge or suspected to have been made known to any other person and Customer agrees to accept full and sole responsibility for all consequences, loss and/or liability incurred as a result of the TIN being known to another person for whatever reason and shall indemnify the Bank for any loss or damage incurred by any reason.
- 4.5 The Customer agrees and acknowledges that the Bank is authorised to act on any Instructions which the Bank believes in good faith to have emanated from the Customer by the use of the correct TIN. Under no circumstances shall the Bank be liable to the Customer for acting in good faith upon Instructions which after subsequent enquiry or investigation are shown to have emanated from fraudulent or unauthorised persons and were unauthorised Instructions. The Bank shall also not be under any duty to verify the identity of the person giving Instructions purportedly in the name of the Customer.

- 4.6 If the Customer is a Corporate Customer, then for the avoidance of doubt, the TIN is notified to the Customer (in its corporate name) in its corporate capacity and not to any individual employee or director thereof.
- 4.7 The Customer shall be under an absolute duty to maintain the secrecy of the TIN and to notify the Bank via phone immediately followed by confirmation in writing if the TIN is lost or suspect any disclosure of the TIN or may become known to any other person. The Customer shall be liable for all transactions and action effected until the Phone Banking Service has actually been cancelled by the Bank.
- 4.8 The Customer should install and promptly update security software to protect the phone. The customer should at all times do not allow anybody else to operate or control your security device (e.g., Security token, Smart Card or Mobile Phone).

(5) Notification and Record of Transaction

- 5.1 The Bank is authorized to record all instructions from the Customer including conversations during the use of Phone Banking Service by the Customer and such record shall be final and conclusive and be binding on the Customer for all purposes. The Customer can trace and check his or her transaction conducted through the Service.
- 5.3 For each Transaction concluded, the Bank shall be under no obligation or duty whatsoever to send written advice or confirmation of any kind to the Customer.

(6) Termination

- 6.1 The Customer agrees that the Bank may, in its absolute and sole discretion and without incurring any liability whatsoever, close, suspend, vary or terminate the Phone Banking Service if it in the Bank's reasonable opinion has been conducted unsatisfactorily or under a forgery or fraud or in breach of these Terms and Conditions or of any Applicable Law or otherwise to the detriment of the Bank by giving the Customer notice in writing at the Customer's Address.
- 6.2 The Customer shall be entitled to terminate the Phone Banking Service at any time without reason by request in person at any branch of the Bank.

(7) Amendment of Terms and Conditions

- 7.1 The Bank reserves the right at all times to amend or vary these Terms and Conditions and/or introduce additional terms and conditions; and or to amend or vary the Charges payable in respect of the use of Phone Banking Service. The Bank may give notice of any amendment in a monthly statement or by display at its branches, advertisement or otherwise, stipulating a date on which such amendment shall take effect.

(8) Personal Data

- 8.1 The Customer agrees to be bound by Notice to Customers and Other Individuals Relating To the Personal Data (Privacy) Ordinance (the "Ordinance") And Consumer Credit Data prevailing from time to time.

(9) Law

- 9.1 These Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.
- 9.2 No person other than the Bank and the Customer will have any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) under the laws of Hong Kong to enforce or enjoy the benefit of any term of these Terms and Conditions.

Important Note

If your TIN is lost or stolen, please inform the Bank immediately by calling the Fubon Bank Integrated Customer Service Hotline on 2566 8181.