

29 November 2022

Notice of Amendment to “Mobile Banking Service Terms and Conditions”

Fubon Bank (Hong Kong) Limited (the “Bank”) will revise its “Mobile Banking Service Terms and Conditions” with effect from 29 December 2022 or any other date specified by the Bank (“Effective Date”). The details (new and/or modified contents are underlined) are listed below.

Summary of Key Amendments

1.	Mobile Banking Service has been revised
2.	Terms of Use has been revised
3.	The Mobile Banking Service has been revised
4.	Rights and Obligations of the Customer has been added
5.	Rights and Liabilities of the Bank has been added
6.	Amendments has been revised
7.	Suspension and Termination has been revised
8.	Additional Services has been added
9.	Language has been revised

Details of Key Amendments in the Terms and Conditions

Clause	Amendment(s)
1. Mobile Banking Service	Mobile Banking Service <u>Fubon Bank (Hong Kong) Limited (the “Bank”)</u> shall provide an electronic service that permits the Customer to download and use the application offered by the Bank for mobile devices, tablets or other devices (<u>“Mobile Banking App”</u>) to gain access to their Accounts, to carry out transactions, make enquires and obtain other related services which the Bank may provide <u>in</u>

	accordance with below terms and conditions.
2. Terms of Use	<p><u>1. Governing Terms and Conditions</u></p> <p>a) The Customer agrees to be abide by the provisions of the Bank's Global Terms and Conditions for Accounts and Services and <u>Mobile Banking Service Terms and Conditions</u> (the "Terms and Conditions") whenever using <u>Mobile Banking Service</u> (the "Service").</p> <p>b) The Service is only available to customers who have registered to use Fubon <u>Internet Banking Service</u>. 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 <u>Internet Banking Service</u>, the Statement and the Advices (collectively "Other T&Cs"), which shall continue to apply unless otherwise provided.</p> <p>c) In the event of the inconsistency or conflict between <u>the</u> Terms and Conditions and Other T&Cs, <u>the</u> Terms and Conditions shall prevail where <u>the Service</u> is concerned.</p> <p>d) If the Customer applies for <u>the Service</u>, he or she or they shall be deemed to have read, understood and agreed to be bound by <u>the</u> Terms and Conditions, and by continuing to use the Service following the posting of any changes to <u>the</u> Terms and Conditions, <u>he or she or they shall be</u> deemed to have accepted and not to bound by the changes made.</p> <p>e) <u>The Service</u> is offered for the Customer's sole and exclusive use and only in such jurisdictions and to such extent where and when they may be lawfully offered and processed under the laws of Hong Kong SAR.</p>
3. The Mobile Banking Service	<p><u>2. Use of the Service</u></p> <p>a) The Bank will from time to time determine or specify the scope and features of <u>the Service</u> and is entitled to modify, expand or reduce the same at any time with or without notice to the Customer.</p> <p>b) Information in <u>the Service</u> (including information relating to any account or transaction) made available herein are for reference only. Transaction advice and account statements will be supplied by the Bank in accordance with and subject to the <u>Terms and Conditions</u> governing the relevant account from time to time.</p> <p>c) The Bank may, at its absolute discretion, without notice to the Customer suspend or terminate <u>the Service</u> or any part thereof to the Customer for any reason, including, without limitation, invalid data, relevant Account closure,</p>

	<p>system breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(ies) concerned in relation to their network <u>or by any service provider in respect of the Service.</u></p> <p>d) <u>The Service</u> is at all times provided subject to the Customer having the followings:</p> <ul style="list-style-type: none"> i. a valid <u>Internet Banking</u> account <u>of the Bank</u> ii. <u>Mobile Banking</u> App as may be designated by the Bank from time to time <p>e) <u>The Bank may make available via the Service general financial and market information, news services, market analysis and marketing materials supplied and/or issued by persons other than the Bank (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) (together "Third Party Information") and may provide reports compiled from Third Party Information in any form, medium or means ("Reports").</u></p>
3. Rights and Obligations of the Customer (Newly added)	<p><u>3. Rights and Obligations of the Customer</u></p> <p><u>a) The Customer shall, when using the Service, ensure that the log-in password, preset information and mobile phone configuration shall conform to the usage rules and instructions prescribed by the Bank and ensure the security and confidentiality of the password and authentication tools used by the Customer and change the log-in password periodically. The Customer should observe in a timely manner our notices and measures regarding the Service, including any security advice, specified by us from time to time.</u></p> <p><u>b) The Customer must not act fraudulently or maliciously in relation to the Service, including by reselling, copying, modifying, adversely effecting, reverse engineering or tampering with Mobile Banking App in any way.</u></p> <p><u>c) The Customer must not deliberately introduce, or risk introducing any viruses or other harmful software, not take any action to circumvent any anti-virus precaution, or to damage Mobile Banking App in any way.</u></p> <p><u>d) The Customer understands and accepts that any information or data transmitted through the Service is subject to risks of delay, loss, diversion, alteration, corruption and other risks associated with hardware, software and network failure. The Customer shall complete</u></p>

	<p><u>the relevant transaction by any other means of his/her own accord if the Service is not available, cancelled, suspended or terminated due to aforesaid reasons.</u></p> <p><u>e) The Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Service and/or access to any third-party information or report or any other information as a result of such use by the Customer.</u></p>
4. Rights and Liabilities of the Bank (Newly added)	<p><u>4. Rights and Liabilities of the Bank</u></p> <p><u>a) The Bank is entitled to update and/or reconstruct the Service system and the related scope of services from time to time by making public announcement in advance without prior notification to each individual Customer. If the Customer does not agree to such modification, the Customer may unsubscribe the Service provided by the Bank within the period of time as specified in the said public announcement. The Customer continues to use the Service after the date of the announcement shall be deemed to agree to the modifications.</u></p> <p><u>b) The Bank will take reasonably practicable steps to ensure that its systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.</u></p> <p><u>c) None of the Bank or any third-party information provider warrants or represents that the Service, the third party information and the reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer. The Bank shall not be liable for any breach of contract by the third-party service provider or any third party.</u></p> <p><u>d) In no event shall the Bank be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.</u></p>
4. Amendments	<p><u>5. Amendments</u></p> <p>The Bank reserves the right to amend, add or delete at any time <u>the</u> Terms and Conditions by giving reasonable prior notice to the Customer and such notice maybe made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing</p>

	material, advertisement, website display or electronic communications such as electronic mail. The Customer acknowledges and agrees that the Customer shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating <u>the Service</u> .
5. Suspension and Termination	<p><u>6. Suspension and Termination</u></p> <p>a) <u>Termination by the Customer</u> The Customer may suspend or terminate <u>the Service</u> at any time by <u>giving</u> the Bank <u>at least 3 Business Days'</u> written notice.</p> <p>b) <u>Termination by the Bank</u> The Bank can suspend, restrict or end the Customer's access to the Service if:</p> <p>i. <u>The Customer has seriously or repeatedly broken any agreement with the Bank or violated the Terms and Conditions;</u></p> <p>ii. <u>The Customer uses the Service for any illegal purposes or otherwise in an abusive, libellous, obscene or threatening way;</u></p> <p>iii. <u>The Bank has evidence of a breach of security or misuse of the Customer's account or security details.</u></p> <p><u>The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Services or their use by the Customer. The Bank won't be responsible for any losses caused by suspending, restricting or ending the Customer's access to the Service.</u></p> <p>c) Any suspension or termination of <u>the Service</u> is without prejudice to and shall not affect the liabilities and rights which have accrued between the Customer and the Bank prior to the date of suspension or termination.</p>
7. Additional Services (Newly added)	<p><u>7. Additional Services</u></p> <p>a) <u>The Bank may offer the Customer promotions in connection with a product offered by the Bank or a third party.</u></p> <p>b) <u>The Bank will notify the Customer the terms of these promotions when the promotions launch. If they are provided by a third party, the promotions will be provided on the terms offered by the third party. The Customer will be required to accept any such terms if he/she would like to join or benefit from the promotion offers.</u></p> <p>c) <u>The Bank may vary or withdraw these promotions at any time.</u></p> <p>d) <u>The Bank does not guarantee or warrant the quality of these promotions.</u></p>

6. Language	<u>8. Language</u> <u>The</u> 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.
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The above is intended only to be a summary of the key amendments to the “Mobile Banking Service Terms and Conditions”. You are advised to read the “Mobile Banking Service Terms and Conditions” for details. For the full version of the latest “Mobile Banking Service Terms and Conditions”, please visit the Bank’s website www.fubonbank.com.hk.

Please note that the above amendments set out in this notice shall be binding on the customer if the customer continue to use or retain the account(s) and/or service(s) on or after the Effective Date. If the customer does not accept the above amendments, the customer has the right to notify the Bank to terminate the account(s) and/or service(s) in accordance with the relevant clauses under the existing “Global Terms and Conditions for Accounts and Services” before the Effective Date.

For inquiries, please call Fubon Bank Customer Service Hotline at 2566 8181 during the office hours*.

Fubon Bank (Hong Kong) Limited

* Monday to Friday: 9am to 7pm, Saturday: 9am to 1pm (except public holidays)

Remarks: The Bank reserves the right to revise and/or introduce any terms and conditions of various services from time to time. Should there be any inconsistency between the English and Chinese versions of this notice, the English version shall prevail.