

29 November 2022

## **Notice of Amendment to “General Terms and Conditions for e-Banking and Mobile Banking Services, Website and Mobile Application” (Will be renamed as “Additional Terms and Conditions for Mobile Banking Application”)**

Fubon Bank (Hong Kong) Limited (the “Bank”) will rename its “General Terms and Conditions for e-Banking and Mobile Banking Services, Website and Mobile Application” as “Additional Terms and Conditions for Fubon Mobile Banking Application” with effect from 29 December 2022 or any other date as specified by the Bank (“Effective Date”). The details (new and/or modified contents underlined) are listed below.

### **Summary of Key Amendments**

1.	“General Terms and Conditions for e-Banking and Mobile Banking Services, Website and Mobile Application” has been renamed
2.	<b>Applicability of the Terms and Conditions</b> has been added
3.	<b>Availability</b> has been added
4.	<b>Disclaimer</b> has been revised
5.	<b>Intellectual Property Rights</b> has been revised
6.	<b>No Warranty</b> has been revised
7.	<b>Limitation of Liability</b> has been revised
8.	<b>Linked Web Sites</b> has been revised
9.	<b>Languages</b> has been added

### **Details of Key Amendments: Terms and Conditions**

Clause	Amendment(s)
General Terms and	<b><u>Additional Terms and Conditions for Mobile Banking Application of</u></b>

Conditions for e-Banking and Mobile Banking Services, Website and Mobile Application	<b><u>Fubon Bank (Hong Kong) Limited</u></b> Please read the following <u>additional terms and conditions</u> (the “ <u>Terms and Conditions</u> ”) before using the Mobile Banking Application (the “ <u>App</u> ”).
Applicability of the Terms and Conditions (Newly added)	<b><u>Applicability of the Terms and Conditions</u></b> The Customer agrees to be abide by the terms of Fubon Bank (Hong Kong) Limited (the “Bank”) <u>Global Terms and Conditions for Accounts and Services and the Terms and Conditions whenever downloading and using the App.</u>  <u>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.</u>
Availability (Newly added)	<b><u>Availability</u></b> <u>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.</u>
Disclaimer	The information, materials, products and services provided <u>on the App</u> 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 <u>may subject</u> the Bank and its group members (the “ <u>Group</u> ”) to any regulatory requirement within such jurisdiction. Persons accessing <u>the App</u> must satisfy themselves that they are not subject to any local requirement which

	<p>restricts or prohibits them from doing so.</p> <p><u>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.</u></p> <p><u>By downloading or updating the App in Android platform, a face recognition function module is attached automatically to the App.</u></p>
Intellectual Property Rights	<p><u>The Customer acknowledges and agree that the App and the software comprised therein are proprietary to the Bank and/or third-party service providers.</u> 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. <u>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.</u></p> <p><u>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.</u></p>
No Warranty	<p>While the Group has endeavored to exercise due care in preparing the information contained in the App, such information is provided on an "as</p>

	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 <u>the App</u> or any linked <u>websites</u> , including, without limitation, loss or damages resulting from the act or omission of any third party.
Linked Web Sites	<b><u>Linked Websites</u></b> <u>The App may contain third party content or links to third party websites.</u> <u>The Group is not responsible for third party content or websites or websites linking to or framing the App.</u> Access to and use of such other <u>websites</u> is at the user's own risk and subject to any terms and conditions applicable to such access/use.
Language (Newly added)	<b><u>Language</u></b> <u>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.</u>

The above is intended only to be a summary of the key amendments to the “General Terms and Conditions for e-Banking and Mobile Banking Services, Website and Mobile Application”. You are advised to read the “Additional Terms and Conditions for Mobile Banking Application” for details. For the full version of the latest “Additional Terms and Conditions for Mobile Banking Application”, please visit the Bank’s website [www.fubonbank.com.hk](http://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.