4 May 2023

## **Notice of Amendment to**

## "Terms and Conditions for Fubon Business Online Service"

In response to the latest arrangement on online banking services, Fubon Bank (Hong Kong) Limited shall cease providing Fubon Business Online Service to individual customers with effect from 5 June 2023 ("Effective Date"). To accommodate the said arrangement, the "Terms and Conditions for Fubon Business Online Service" shall be amended as follows: -

Clause	Amendment(s)
Section 1	DEFINITION will be amended to
	(expired contents are strikethrough below):
	"Persons" includes any individual, sole proprietorship, company, corporation, body corporate or unincorporated, partnership, society, association, state or government agency;
	"Notice" means the "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and Consumer Credit Data [Personal Information Collection Statement] (the "PICS")" of the Bank and its amendments, supplements or addendum from time to time;
Section 12	PRIVACY AND TRANSFER OF DATA will be amended to (expired contents are strikethrough and new contents are underlined below):
	12. PRIVACY AND TRANSFER OF DATA INFORMATION
	12.1 The Bank may from time to time request the Customer to provide his personal data on a voluntary basis (including but not limited to the name, address and Account information of the Customer) in the course of providing the Services to the Customer. The Customer agrees and acknowledges that such personal data are necessary for the Bank (and/or such other service provider as the Bank may, in its sole discretion, nominate from time to time) to provide the Services or effect Transactions for or instructions given by the Customer and that if the Customer fails to provide such personal data to the Bank, the Bank (and or such other service provider) may be unable to provide the Services to or effect Transactions for or instructions given by the Customer.
	12.2 Without prejudice to Clause 12.6, the Customer agrees that the Bank may use any personal data relating to the Customer collected by the Bank from time to time for such purpose and/or disclose to such other person as set out in the Notice, the Global T&C or such other privacy policy published by the Bank from time to time on the Website or otherwise.
	12.3 The Bank agrees to adopt reasonably practicable measures to protect and keep any personal data of the Customer held by the Bank confidential and the Bank shall not use such personal data for any purpose or disclose the same to any person other than those specified in the Notice, the Global T&C or the



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privacy policy published by the Bank from time to time on the Website or otherwise without the prior authorization of the Customer, unless otherwise required or permitted by any applicable law, regulation or request of any judicial or regulatory authority.

13. Definitions in TERMS AND CONDITIONS FOR FBO e-STATEMENT SERVICE will be amended to (expired contents are strikethrough below):

"Customer" means the person or persons in whose name or names an Account is opened and whose application for use of the Services has been approved by the Bank and the expression shall, where the context allows or requires, include his personal representative or lawful successor; and (ii) if the Customer is a limited company or partnership, 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;

Please note that the amendments above shall be binding on you if you continue to use or retain the relevant account(s) on or after the Effective Date. If you decline to accept the amendments, you have the right to terminate the account(s) or service(s) before the Effective Date in accordance with the relevant clauses under the existing "Global Terms and Conditions for Accounts and Services".

If you have any queries, or should you wish to terminate any of the account(s) and/or service(s), please contact us at our branches or call our Customer Service Hotline at (852) 2806 5062 during business hour\*.

You can download a copy of the amended "Terms and Conditions for Fubon Business Online Service" from our website:

https://www.fubonbank.com.hk/en/online-services/business-online/home.html

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

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

Fubon Bank (Hong Kong) Limited