

26 Oct 2023

## Fubon Bank (Hong Kong) Limited

### Notice of Amendment to “Global Terms and Conditions for Account and Services”

With effect from 26 November 2023 (“Effective Date”), Fubon Bank (Hong Kong) Limited (the “Bank”) will revise (new contents are underlined below) the existing “Global Terms and Conditions for Account and Services” with cross-border payment service will be supported in Faster Payment System, details are as follows:

Clause	Amendment(s)
SECTION III  N. SPECIFIC TERMS FOR FASTER PAYMENT SYSTEM	<p>N. SPECIFIC TERMS FOR FASTER PAYMENT SYSTEM</p> <p>The existing Clause will remain unchanged. New Clause 1(d) relating to <b>Bank Services relating to Faster Payment System</b>, 5h(i) relating to <b>Other obligations regarding payments and funds transfers</b>, 6b(ii)(2) relating to <b>Our responsibility and restriction of liability</b>, 8 relating to <b>QR Code Services</b> and 9 relating to <b>Terms and Conditions for FPS Cross-border QR Merchant Payment Service</b> are added as below:</p> <p>1. Bank Services relating to Faster Payment System</p> <p>(d) In this Part, the following terms have the following meanings:</p> <p>"Proxy ID" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.</p> <p><u>"QR Code Services" means the QR code and the associated payment and funds transfer services provided by us to customers from time to time.</u></p> <p>5. Your responsibility</p> <p>(h) Other obligations regarding payments and funds transfers</p> <p><u>(i) In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators</u></p>

received by us from the Faster Payment System or Hong Kong Police Force from time to time.

6. Our responsibility and restriction of liability

(ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:

(2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and

8. QR Code Services

(a) This Clause 8 applies to the use of the QR Code Services, together with the Existing Terms and any other terms and conditions that apply to the mobile application ("App") through which you access the QR Code Services.

(b) Using the QR Code Services and your responsibility

(i) The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.

(ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.

(iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been

downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.

(iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.

(v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorised to provide the QR Code Services.

(vi) You must comply with all applicable laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.

#### (c) Security

(i) You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.

(ii) You are fully responsible for all instructions or requests given by you or any other person authorised by you during the use of the QR Code Services.

(iii) You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.

(iv) If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.

(d) Our responsibility and restriction of liability

(i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.

(ii) The QR Code Services are provided on an “as is” basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.

(iii) You understand and agree that:

(1) You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.

(2) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.

(iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

9. Terms and Conditions for FPS Cross-border QR Merchant Payment Service

These Terms and Conditions (“these Terms”) shall apply whenever Fubon Bank (Hong Kong) Limited (“the Bank”) agrees to provide FPS Cross-border QR Merchant Payment Service (“QR merchant payment service”) to you (as “Customer”) in Thailand. Your use and continued usage of the QR merchant payment service constitutes your acceptance to these Terms (including any subsequent changes to these Terms).

1. Application

1.1 These terms shall be read together with the Bank's Global Terms and Conditions for Accounts and Services (including the Specific Terms for Faster Payment System in Section III(N)). You understand and agree that your request for and the provisions of the FPS Cross-border QR Merchant Payment Service may also be subject to, affected or limited by restrictions, terms and conditions imposed by third party service providers, regulators and authorities. In the event inconsistencies, these Terms prevail to the extent that it specifically relates to QR merchant payment service unless the Bank at its sole discretion determines otherwise.

## 2. Definitions

2.1 Unless otherwise defined in these Terms, defined terms used herein shall have the same meanings provided to them in the Global Terms and Conditions for Accounts and Services.

2.2 The following words and expressions shall have the following meanings:

"Account(s)" means the account designated by you (as "Customer") pursuant to clause 3 below, from which funds are to be used for payment under this QR merchant payment service;

"Customer" means an applicant for the Service and a Customer under the Global Terms and Conditions for Accounts and Services;

"Bank" means Fubon Bank (Hong Kong) Limited;

"Merchant" means the company who registers to become a merchant and accepts payment for goods and/or service via the QR merchant payment Service offered by the Bank to customers in Thailand

"QR Code" means the unique two-dimensional barcode generated by the Bank for the purpose of identifying a QR Payee.

"QR Code Service" means the QR Code and the associated payment and funds transfer services provided by the Bank to customers from time to time.

"QR Payee" means the merchant (whether physical or online) that accepts payment for goods and/or services via the QR Service.

"QR Transaction" means a payment made to a QR Payee utilizing the QR Service including payments for goods and/or services to merchant;

"Global Terms and Conditions" means Global Terms and Conditions for Accounts and Services

## 3. Eligibility

3.1 The FPS Cross-Border QR merchant payment service (“QR merchant payment service”) is offered by the Bank to you, as a Customer and registered user of “Fubon+”, the Mobile Banking App of the Bank (“Fubon+ mobile app”).

3.2 You shall not use the QR merchant payment service unless there are sufficient funds in your Account. The Bank shall at its absolute discretion, be entitled to refuse to act on any instruction at any time without incurring any liability whatsoever, including but not limited to any of the following circumstances:-

- a. the funds in the Account is insufficient to effect the QR Transaction;
- b. you have exceeded the daily transaction/ transfer limit as specified by the Bank from time to time;
- c. the Bank knows or has reason to believe that any fraud, offence or violation of any law or regulation has been or will be committed.

3.3 For activation of the QR merchant payment service via Fubon+ mobile app, you are required to enter a One Time Password (OTP) generated by the Bank for authentication of your identity. You have to follow the same procedures and/or other requirements as prescribed by the Bank from time to time for making any subsequent amendment(s).

#### 4. QR Transactions

4.1 To execute a QR merchant payment service, you shall:

- a. designated an Account(s) for QR Transactions;
- b. scan the QR Payee’s QR Code using the Fubon+ mobile app;
- c. enter the QR Transaction amount; and
- d. authorize the QR Transaction with two-factor authentication.

4.2 By authorizing the QR Transaction, you acknowledge that your Account will be debited with the QR Transaction Amount without your signature or any further authorization.

4.3 If a QR Transaction is made in currency other than Hong Kong Dollars (HKD), the amount will be converted into HKD based on the prevailing exchange rate as determined by the Bank plus a margin.

4.4 You are solely responsible to ensure the accuracy and completeness of information provided when making any QR Transaction. The amount entered by you and/or information transmitted via QR Code shall be deemed to be correct upon your confirmation of the QR Transaction. The Bank is under no obligation whatsoever to

verify that amount paid to the merchant.

4.5 The Bank will accept and act upon any instruction issued and/or transmitted via QR (whether actually authorized by you or otherwise) as your authentic and duly authorized instructions and shall have the same legal effect, validity and enforceability as if the instructions has been given in writing by you. The Bank shall be under no obligation whatsoever to investigate the authenticity or authority of the person(s) effecting the instruction or verify the accuracy and completeness of the instruction.

4.6 The Bank reserve the right (i) to impose or amend the QR Transaction limits in connection with your use of the QR merchant payment service; or (ii) modify, suspend or discontinue the QR merchant payment service (temporarily or permanently) and shall not be held liable to you or any third party for any suspension or termination of your use of the QR merchant payment service. Further, the Bank shall not be held liable for any delay or failure in effecting the QR Transaction or any loss or inconvenience which may cause to you for using the QR merchant payment service.

#### 5. Acknowledgement and Agreement

5.1 You shall take the security precautions for using QR merchant payment service as recommended by the Bank from time to time. Failure to take such security precautions shall be at your sole and absolute risk. The Bank shall not be held liable for any loss or damages incurred or suffered by you arising or resulting therefrom.

5.2 You agree to receive notifications from the Bank in connection with QR merchant payment service via SMS to your mobile number as recorded with the Bank.

5.3 You acknowledge that the QR merchant payment service is provided by Hong Kong Interbank Clearing Limited to the Bank and merchants on “as is” and “as available” basis. The Bank does not in any way warrant that the QR merchant payment service will be free of errors, interception or interruption. The Bank expressly disclaim and exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of QR merchant payment service.



5.4 You authorize and consent for the Bank to collect, store, use, disclose or divulge any information in relation to you and your Account(s) as the Bank consider appropriate for the purpose of providing or continuing to provide the QR merchant payment service to you or effect the QR Transaction.

5.5 The QR Transactions made by you shall be subject to the relevant laws, rules and regulations as applicable and updated from time to time. All actions taken by the Bank in accordance with such laws, rules and regulations in relation to the QR merchant payment service and the QR Transactions shall be binding on you.

5.6 Should there be any disputes over the QR Transaction, the settlement of such disputes shall be resolved between you and the merchant and you agree to resolve any complaint or dispute against any QR Payee directly. The Bank will not be involved in the dispute settlement.

#### 6. Fees

You agree to pay the Bank fees at such rate or rates as the Bank may from time to time have notified you, as well as applicable levies, tax, charges, and other expenses in respect of your Account or any QR Transaction. The Bank is authorized by you to deduct such fees and charges from your account(s) maintained with the Bank. You should refer to the Bank's List of Service Charges (as updated or amended from time to time) for details.

#### 7. Disclosure

7.1 You authorize the Bank to disclose and transfer any information in relation to you and your Account to the settlement bank and HKICL to process, clear and settle the QR Transaction under the interbank clearing and settlement arrangements including without limitation, the Hong Kong-Thailand Bilateral Payment Link arrangement agreed by the Participants and HKICL from time to time.

7.2 The Bank will keep information relating to you and your Account information confidential, but may disclose any of such information to the extent required by any applicable legal or regulatory requirement or other regulatory or governmental authority (whether in Hong Kong or elsewhere). The Bank will not be liable to you (whether or not the Bank is legally obliged to respond to such a request) for providing such information.



#### 8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”) and you hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

#### 9. Language

These Terms contains English and Chinese versions. The English version shall prevail if there is any conflict between the English and the Chinese versions.

#### 10. Others

(a) Should there be any discrepancy between these Terms and Conditions and those in the Existing Terms, the terms herein shall prevail.

(b) Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall always prevail.

(c) Fubon, HKICL and the Customer do not intend that any Terms and/or Conditions of this document should be enforceable by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) by any person other than Fubon, HKICL and the Customer.

(d) These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

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 the full version of the latest “Global Terms and Conditions for Accounts and Services”, please visit any of our branches or our website at [www.fubonbank.com.hk](http://www.fubonbank.com.hk).

Should you have any enquiries, please call our Integrated Customer Service Hotline at 2566 8181 (Press 3 after selection of language) during the office hours\*.

Fubon Bank (Hong Kong) Limited

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.

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