

28 May 2024

Fubon Bank (Hong Kong) Limited

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

With effect from 6 June 2024 (“Effective Date”), Fubon Bank (Hong Kong) Limited (the “Bank”) will revise (revised contents are underlined below) the existing “Global Terms and Conditions for Account and Services”, details are as follows:

Clause	Amendment(s)
SECTION I. DEFINITIONS AND INTERPRETATION	1. Definitions A new definition of “Authentication Factor” is added as follows. Other existing definitions will remain unchanged. “Authentication Factor” means a method to confirm a customer’s identity using Login Password, SMS-based One Time Password, Biometrics, Mobile Security Key, Security Device, etc.;; Remove the definition of “Password”
SECTION III E.SPECIFIC TERMS FOR THE e-BANKING SERVICE	E. Specific terms for the e-banking service Clauses 2.6, 2.6.2 and 2.7 are revised as follows. Other existing clauses will remain unchanged. 2.6 The Customer and, where applicable, the Authorised e-banking User shall take all reasonable steps to keep all User Name, Password, Identifier, Two-factor Authentication device and the Security Code (SMS-based One Time Password (OTP)) and any other device or secret code <u>authentication factors</u> (if applicable) used for accessing the e-banking Service safe, secure safe and secret to prevent fraud. In particular, the Customer and, where applicable, the Authorised e-Banking User shall: 2.6.2 not allow any other person to use any User Name, Password, Identifier, Two-factor Authentication device, and/or the Security Code <u>and/or other authentication factors</u> ; The Customer agrees that he/she has sole responsibility for the safe custody and retention of the Customer's Registration Number, User ID and PIN, and the Two-factor Authentication device <u>and other authentication factors</u> , and the Customer will keep them strictly confidential at his/her own risk.

	<p>2.7 The Customer shall immediately notify the Bank via such means and in such format and manner as shall be acceptable to the Bank, if the Customer has reason to suspect or becomes aware of any disclosure or unauthorised use of the Customer's Registration Number, User ID, and/or PIN <u>and/or other authentication factors</u> (the "Notification") and until the Bank's actual receipt of such Notification, the Customer and, where applicable, the Authorised e-banking User shall remain responsible for any and all use of the e-banking Service by unauthorized persons or for unauthorised purposes. Upon confirmation of the authenticity of such Notification to the satisfaction of the Bank, the Bank may at the Customer's cost suspend the use of the Customer's Registration Number, User ID, and/or PIN <u>and/or other authentication factors</u> and, in its sole and absolute discretion, issue a new Customer's Registration Number and PIN to the Customer. If the Customer acts fraudulently or with gross negligence, he/she shall remain wholly responsible for all losses and damages arising out of or in connection with the use of any of the e-banking Service, the Content and the Website by any unauthorised third party.</p>
<p>SECTION III</p> <p>F. SPECIFIC TERMS FOR THE SECURITIES ACCOUNT</p>	<p>F. SPECIFIC TERMS FOR THE SECURITIES ACCOUNT</p> <p>Clauses 3.1 and 15.7.6 are revised as follows. Other existing clauses will remain unchanged.</p> <p>3.1 Fubon may provide a password system for the Customer's use in accordance with the Terms for the purposes of the Transactions. <u>Password means a password provided or to be provided by the Bank and/or FB Securities (Hong Kong) Limited to the Customer for the purpose of giving Instructions and orders to the Bank and/or FB Securities (Hong Kong) Limited in respect of a Securities Account.</u> If the Customer elects to use the password system:</p> <p>15.7.6 When Fubon is distributing any Investment Products as agent for third party service providers and where any eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arises between Fubon and the Customer out of the selling process or processing of the related Transaction, Fubon shall enter into the Financial Dispute Resolution Scheme process with the Customer; however, any dispute over the contractual Terms of such Investment Products should be resolved between the third party service provider and the Customer directly.</p> <p>15.7.6 In case the Customer files a written complaint regarding the selling process or processing of the related transaction to the Bank and the complaint is an "Eligible Dispute(s)" as defined in the Terms</p>

	<p>of Reference for the Financial Dispute Resolution Centre, the Bank is required to enter into a Financial Dispute Resolution Scheme process with the Customer if the Eligible Dispute cannot be resolved after the Bank has issued the final written reply. If the complaint or dispute is related to the contractual terms of the product, it should be resolved directly between the third party service provider(s) and the Customer. Nevertheless, where practicable and appropriate, the Bank will provide reasonable assistance to the Customer in the dispute resolution process.</p>
<p>SECTION III H. SPECIFIC TERMS FOR THE ATM CARD</p>	<p>H. SPECIFIC TERMS FOR THE ATM CARD</p> <p>Clauses 5.1, 5.2, 5.2.2, 5.2.6 and 5.3 are revised as follows. Other existing clauses will remain unchanged.</p> <p>5.1 The ATM Card and the <u>PIN-authentication factor</u> will be issued separately by the Bank. The Customer shall comply in all respects with Clause 1 in Section III H above, and thereafter keep the ATM Card safely secured. If the ATM Card and the PIN are personally collected, the Bank may require the Customer to provide his/her personal identification documents for verification purposes</p> <p>5.2 The Customer must ensure that the <u>PIN-authentication factor</u> is kept strictly confidential and secret in order to prevent fraud and in this respect the Customer must:</p> <p>5.2.2 not allow anyone else to use the ATM Card and <u>PIN authentication factor</u>;</p> <p>5.2.6 not under any circumstances disclose his/her <u>PIN-authentication factor</u> to any other person; and</p> <p>5.3 The Customer should immediately inform the Bank if it finds that the <u>PIN-authentication factor</u> has been lost or if it comes to the knowledge of the Customer or the Customer suspects that the <u>PIN authentication factor</u> has been made known to any other person.</p>
<p>SECTION III L. SPECIFIC TERMS FOR THE INTERNET STOCK TRADING SERVICE AND FB Invest+</p>	<p>L. SPECIFIC TERMS FOR THE INTERNET STOCK TRADING SERVICE AND FB Invest+</p> <p>1.1 Application and Definitions</p> <ul style="list-style-type: none"> • Remove the definitions of “Access Codes” and “User ID” • Revise the definition of “Login Password”: “Login Password” means the Applicant’s personal password used in conjunction with the User ID to gain access to the Services; <p>Clause 4.2, 4.3, 4.4, 4.5.3, 5.1 and 5.2 are revised as follows. New clause 4.5.4 and 4.5.5 are added. Other existing clauses will remain unchanged.</p> <p>4.2 The Applicant agrees and undertakes not to attempt to, tamper</p>

with, modify, enhance or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the Service and the software comprised within thereof. The Applicant agrees that the Bank may, at the Bank's absolute discretion, suspend or terminate the

Applicant's Authentication Factors Access Code and/or close the Account immediately without notice to the Applicant, and take action against the Applicant if the Applicant at any time breaches the T & C or if the Bank at any time reasonably suspects that the Applicant has breached the same.

4.3 The Applicant shall be the only authorised user of the Service under the Account. The Applicant shall be responsible for the confidentiality and use of the Authentication Factors Access Codes and agrees to undertake:

4.3.1 not to disclose the Authentication Factors Access Codes to any third party;

4.3.2 not to write down or record the Authentication Factors Access Codes in a way that could facilitate unauthorized use, misuse or fraud; and

4.3.3 to immediately notify any loss, unauthorised disclosure or misuse of the Applicant's Authentication Factors Access Codes to the Bank by telephone (to be followed by written notice sent to the Bank within 24 hours thereafter).

4.4 The Applicant acknowledges and agrees that the Applicant shall be solely responsible for all Instructions entered through the Service using the Authentication Factors Access Codes.

4.5 The Applicant further acknowledges and agrees that, as a condition of using the Service to give Instructions, the Applicant shall immediately notify the Bank if:

4.5.1 immediately after an Instruction in respect of the Account has been placed through the Service, the Applicant has not received: (i) an order reference number; and (ii) an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);

4.5.2 the Applicant has received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which the Applicant did not instruct or if any similar conflict exists or arises; or

4.5.3 the Applicant becomes aware of any unauthorised use of any of the User ID or Login Password, Authentication Factors or devices;

4.5.4 the Applicant identifies unusual or suspicious transactions of the account; or

4.5.5 the Applicant suspects or finds that the Login Password, Authentication Factors or devices has been compromised, lost or stolen.

5.1 The Bank shall be entitled to accept and rely on all Instructions, directions, notices or other communications, whether given by telephone, through the Internet or in writing which are given in accordance with arrangements of the Authentication Factors Access Codes for access to and use the Service or which the Bank reasonably believes to be genuine and the Applicant shall be responsible for and be bound by all such instructions or communications.

5.2 Once given, an Instruction, may not be amended, cancelled or withdrawn. All Instructions (as understood and acted on by the Bank in good faith), shall be irrevocable and binding on the Applicant whether given by the Applicant or by any other person purporting to be acting on behalf of the Applicant. The Bank shall have no obligations or duty to verify authenticity of any Instruction or the identity or authority of any person giving any Instruction, other than to verify the Authentication Factors Access Code used to gain access to the Service.

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. Please also note that the Bank may not be able to continue providing the relevant services to customer if customer does not accept the changes set out in this notice.

For the revised “Global Terms and Conditions for Accounts and Services”, please visit any of our branches or our website (the Bank’s website > Global Terms and Conditions for Accounts and Services) from 6 June 2024. The existing “Global Terms and Conditions for Accounts and Services” is available from the above website or any of our branches until 5 June 2024. Also, customer may download this amendment notice from our website (the Bank’s website > NOTICES) on or before 31 August 2024. Customer may not be able to access or download the existing “Global Terms and Conditions for Accounts and Services” and this amendment

notice after the relevant date(s).

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)