

## **SPECIFIC TERMS FOR ONE-TIME PASSWORD AUTHENTICATION SERVICE ("SERVICE")**

The Terms and Conditions (these "Terms") shall apply whenever the Bank agrees to provide One-time Password (OTP) Authentication Service to the Customer. It is in addition to the terms and conditions that apply to the individual accounts or (as the case may be) company accounts the Customer may be accessing through the e-banking Service and/or other services provided by the Bank from time to time. If there is inconsistency between the Terms and other relevant terms and conditions, these Terms here in shall prevail. By using the Service, the Customer shall be deemed to have understood and accepted these Terms and the Customer shall be bound by them.

### **1. The Procedure**

1.1 Upon engaging in an online transaction or other services provided by the Bank that requires the authentication of Customer's identity or Customer's confirmation, an OTP through the short message service (or SMS) will be sent to the Customer's mobile phone number registered with the Bank.

1.2 The Bank will send OTP to one mobile phone number only. If Customer maintains more than one mobile phone number records with the Bank, the OTP will be sent to the mobile phone number registered on the latest date according to the Bank's record.

1.3 Upon receipt of the OTP, Customer is required to correctly input the OTP sent to Customer via SMS to complete the required authentication or confirmation.

1.4 If Customer is unable to input a correct OTP, or the authentication or confirmation fails for whatever reason, the Customer will not be offered the Service.

1.5 The Customer agrees to abide by the provisions of the Global Terms and Conditions for Accounts and Services and these Terms whenever using the OTP and the Service.

1.6 The Bank reserves the right to determine and vary the scope of the Service at anytime and from time to time in the Bank's absolute and sole discretion, including but not limited to, the right:

1.6.1 to modify or discontinue, temporarily or permanently the Service;

1.6.2 to impose or vary any limitation and/or condition on the use of the OTP and the Service.

1.7 The Service is offered for the Customer's sole and exclusive use in Hong Kong SAR or other jurisdictions and to such extent where and when they may be lawfully offered and processed under the laws of Hong Kong SAR. The Customer acknowledges that the mobile service provider may not allow the Customer to receive the OTP via SMS if the Customer is abroad or using an overseas mobile service network.

### **2. Security Duties**

2.1 The Customer shall be liable for any charges made by the telecommunication service provider in order to use or access the OTP and the Service.

2.2 The Customer shall safeguard the confidentiality of the verification information established by the Customer for using the Service ("Security Data"). For security purpose, the Customer agrees to follow and adhere to the Bank's security advice and/or recommendations and any other notices relating to the Service which the Bank may issue from time to time in relation to the use of OTP and the Service.

2.3 The Customer accepts full responsibility for the security in using the OTP and the Service and shall take all reasonable steps and measures to safeguard the security of the OTP and the Service at all times. The Customer shall immediately notify the Bank if the Customer is aware of or suspect any disclosure of the OTP or a lost or stolen of the Security Data or any unauthorized use of verification information, or any other breach of security relating to the OTP and the Service.

### **3. Liability of the Bank**

3.1 The Bank will not assume any liability or responsibility whatsoever to the Customer or any other person for the consequences arising from or in connection with any interruption, interception, suspension, delay, loss, unavailability, defect or other failure in providing the OTP, in transmitting Instructions or Content relating to the OTP and Service or in connecting to or accessing the communication network caused by any acts, omissions, events or circumstances beyond the reasonable control of the Bank, including without limitation, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes, directions, regulatory guidelines or government orders(whether or not having the force of law).

3.2 Notwithstanding anything contained in other parts of these Terms, neither the Bank nor any other service provider shall in any circumstances be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages, including without limitation, any loss of profits, loss due to interruption or loss of any data or devices.

3.3 There may be service charges levied by the Customer's mobile phone service provider for the transmission of the OTP. The Bank is not liable to any charges requested by the Customer's mobile phone service provider or any other related parties for the OTP.

3.4 Delivery of the OTP may be subject to delayed transmission due to the traffic over the network of the mobile phone service provider or any other related parties. The Bank is not liable to any interruption, delays, unavailability or mistaken delivery due to any failure of the telecommunication network.

### **4. Liability of the Customer**

4.1 Customer must ensure that all information (include but not limited to mobile phone number) provided to the Bank is true, current, complete and accurate and agree to update such information when necessary. If Customer fails to provide the Bank with or update any required information, the Bank may not be able to provide the OTP and the Service and such may result in the Customer's inability to use the banking services which require authentication through the OTP and the Service. Customer

shall be liable for all acts and transactions conducted by using the Service with the OTP (including the use of the Service by any other person with the OTP) and all consequences arising from and/or in connection with access to and/or use of the OTP and the Service, whether or not authorised by the Customer.

4.2 Without prejudice to any other Term contained herein, the Customer shall fully indemnify and keep fully harmless the Bank and its subsidiaries, affiliates, officers, employees and agents against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including without limitation, legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against the Bank in connection with the provision of the OTP and the Service, and/or the exercise or preservation of the Bank's powers and rights under these Terms.

4.3 The third parties (including, without limitation, telecommunications company(ies), system operators and internet service provider(s)) supporting the OTP and the Service are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship with the Bank. The Bank is not and will not be responsible whatsoever for any losses or damages caused by such third parties.

4.4 The Customer shall compensate and indemnify the Bank for all losses, damages, costs or expenses (including legal and other professional advisors' fees) incurred by the Bank in connection with the Customer's breach and/or the Bank's enforcement against the Customer pursuant to these Terms.

## **5. Fees**

The Bank may impose fees or charges for using OTP and the Service. Such fees and charges are set out in the Bank's schedule of charges published from time to time. The Bank may revise such fees and charges in relation to the use and/or termination of the OTP and the Service at its discretion upon prior notice to Customer.

## **6. Miscellaneous**

6.1 A waiver by the Bank of any provision of these Terms will not be effective unless given in writing and only to the extent that it is expressly stated to be given.

6.2 No forbearance, neglect or waiver by the Bank in the enforcement of any of these Terms shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by the Bank does not preclude further exercise of that power or right or the exercise of any other power or right.

## **7. Suspension and Termination**

The Bank reserves the right to suspend or terminate the provision of OTP and the Service temporarily or permanently at any time, without prior notice, for any reason where the Bank considers necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information provided by the Customer is untrue,

not current, incomplete or inaccurate. Any relevant transactions conducted by using the OTP and the Service prior to its termination or suspension shall remain valid and customer will continue to be bound by their liabilities and obligations under these Terms in respect of such transactions.