

September 2019

Dear Customers,

Customer Notice

To provide better and more efficient banking services to customers, Bank of Communications (Hong Kong) Ltd. ("Bank") has been keeping all products and services under regular review, and necessary amendments will be made to the relevant charges, terms and conditions. Please be informed of the following latest changes:

1. Amendment of General Terms and Conditions for Banking Services

With effect from 18 October 2019, the Bank's General Terms and Conditions for Banking Services will be amended as follows:

Amendment	Clause
Revision	Part B: Specific Terms and Conditions Schedule I Terms and Conditions for Accounts Clause 9.g(iv)
New Clause	Part B: Specific Terms and Conditions Schedule IV Terms and Conditions for FPS Services relating to Faster Payment System Clause 1.5,8 Schedule V Terms and Conditions for SWIFT GPI Services Schedule VI Terms and Conditions for Smart Kiosk Services

Providing e-Cheque Issuance Service with effect from 4 November 2019

The Bank will provide e-Cheque Issuance Service commencing on 4 November 2019. Corporate customers can apply for this newly added service at any of our outlets and login to the Bank's Corporate Internet Banking to issue e-Cheque, which provides greater convenience for customers. Details will be announced soon. Please refer to Section 23 of Part B for the amended terms and conditions.

Amendment	Clause
Revision	Part A: Common Terms and Conditions Clause 10.5(k) Part B: Specific Terms and Conditions Schedule I Terms and Conditions for Accounts Clause 23,23.1,23.2,23.3,23.4,23.5

The revised clauses are as follows:

<p>Part A: Common Terms and Conditions</p> <p>10. Personal Data</p> <p>10.5 The Customer consents to his/her/their data being transferred to another jurisdiction outside HKSAR and to any matching procedures being carried out in respect of such data. The Customer acknowledges that business support centres ("centres") operated and managed by the Bank and/or its group company(ies) (incorporated in China) have been established in China to provide service support to the Bank. The processes performed by the centres are mainly labour intensive or standard, less complex data processing activities and the Bank will remain fully responsible for the integrity of processes as well as the security and confidentiality of customers' data. The staff of the centres responsible for providing support services will give strict undertaking to the Bank to ensure that all customers' data will be kept confidential. No customers' data will be disclosed to third parties, except as required by applicable law, or to such persons and used for such purposes as set out in the Relevant Terms and Conditions. The operation of all Account(s) of the Customer and all Service(s) to the Customer will remain unchanged.</p> <p>Part B: Specific Terms and Conditions</p> <p>8. Current Accounts</p> <p>9.1 The following provisions shall only be applicable to Account(s) which is/are current account(s):</p> <p>(a) if the Bank agrees to pay interest on the balance standing to the credit of a current account, the following provisions shall apply:</p> <p>(iv) the interest accrued will be rounded to the nearest cent (cent for HKD and Yen for JPY) and credited to the Account monthly or on such other basis as may be determined by the Bank absolutely from time to time;</p> <p><u>Schedule I Terms and Conditions for Accounts</u></p> <p>23. <u>e-Cheques Services</u></p> <p>23.1 <u>e-Cheques Services</u></p> <p>(a) The provisions in this Clause 23 apply to the Bank's services relating to e-Cheques. The provisions of the Agreement and the Relevant Terms and Conditions which apply to paper cheques or generally to Accounts and Services continue to apply to e-Cheques and the e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 23. The provisions of this Clause 23 prevail if there is any inconsistency between them and the provisions of the Agreement and the Relevant Terms and Conditions with respect to the e-Cheques Services.</p> <p>(b) For the purpose of the e-Cheques Services, the following terms have the following meanings:</p> <p>"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.</p> <p>"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.</p> <p>"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.</p> <p><u>"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.</u></p> <p>"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be) and may be issued in Hong Kong</p>
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dollars, US dollars and Renminbi, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by the Bank to Customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

23.2 Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may issue and deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 23.3 below.
- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels, in accordance with Clause 23.4 below.
- (d) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
 - (iii) any fees and charges payable by the Customer for the e-Cheques Services.

23.3 e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque
 - (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the respective digital signatures of the Customer and the Bank in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
 - (iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on its behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques.
- (b) e-certificate
 - (i) The Customer's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
 - (ii) The Customer's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.
 - (iii) If the Customer chooses to produce its digital signatures by a general purpose e-certificate, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 23.3(b)(i) above.
 - (iv) The Bank may provide services relating to the specific usage e-certificate at our discretion. The Bank's services may include applying for, holding maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer chooses to produce its digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:
 - (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on its behalf as instructed by the Customer from time to time; and
 - (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
 - (v) In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
 - (vi) An e-certificate is issued by the relevant certification authority. The Customer is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing its obligations under those terms and conditions.
- (c) Sending e-Cheques to payees
 - (i) Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for delivery to the payee itself. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
 - (ii) The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:
 - (1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
 - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
 - (3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
 - (iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Customer to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.
- (d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the

	effect of Clause 23.3(a)(i) above and Clauses 23.5(a) and 23.5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.
23.4	e-Cheques Deposit Services
23.5	Handling of e-Cheques, associated risks and the Bank's liabilities
(a)	Handling of e-Cheques
	The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:
	(i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
	(ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.
(b)	Restriction of the Bank's liability
	Without reducing the effect of the provisions of the Agreement and the Relevant Terms and Conditions:
(i)	the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using any Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents;
(ii)	in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
	(1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
	(2) the Customer's failure to comply with its obligations relating to the e-Cheques Services, including its obligation to safeguard against the issuance of e-Cheques by unauthorized persons;
	(3) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
	(4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
(iii)	in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss of damages;
(iv)	the Bank shall be entitled to dishonour and/or return the e-Cheque, without any liability on the Bank's part, which are in the Bank's sole and absolute discretion considered not complete, contains incorrect information or other reasons the Bank considers appropriate.
(v)	the Bank reserves the absolute right to dishonour any e-Cheque bearing a date more than 6 months prior to the date on which the e-Cheque is presented. Notwithstanding the foregoing, the Customer bears full responsibility and liability for any such e-Cheque if paid and cleared by us.
(c)	The Customer's confirmation and indemnity
(i)	The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
(ii)	Without reducing the effect of any indemnity given by the Customer under the Agreement and the Relevant Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of its officers, employees and agents and all actions or proceedings which may be brought by or against the Bank or any of its officers, employees and agents as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.
(iii)	The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents.
(iv)	The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

The new clauses are as follows:

Part B: Specific Terms and Conditions	
Schedule IV Terms and Conditions for FPS Services relating to Faster Payment System	
1.5	"QR Code Service" means the QR code and the associated payment and funds transfer services provided by the Bank to customers.
8.	QR Services
8.1	This Clause 8 applies to the use of the QR Services, together with the Existing Terms and any other terms and conditions that apply to the mobile application ("App") through which the customer access the QR Services.
8.2	Using the QR Services and the Customer's responsibility
(a)	The QR Services allow the Customer to scan a QR code provided by the Bank or by another person to automatically capture the payment or any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. The Customer are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.
(b)	The QR Services can be used on a mobile device running an operating system supported and specified by the Bank from time to time.
(c)	Updates to the QR Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, the Customer will need to download the updates itself. Depending on the update, the Customer may not be able to use the QR Services until the latest version has been downloaded. The Customer is fully responsible for ensuring the latest version has been downloaded to its mobile device for the purpose of using the QR Services.
(d)	The QR Services are intended for use by the Bank's customers only. The Bank has the right to cancel the Customer's account for the App and/or block the Customer from accessing the QR Services if the Bank discovers that the Customer is not eligible to use the QR Services.
(e)	The QR 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 the Bank is not licensed or authorised to provide the QR Services.
(f)	The Customer must comply with all applicable laws and regulations that govern its download of the App, or access or use of the App or the QR Services.
8.3	Security
(a)	The Customer must not use the QR 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 the Customer's mobile service provider and the phone manufacturer without their approval. The use of the QR Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Services in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.

- (b) The Customer are fully responsible for all instructions or requests given by the customer or any other person authorised by it during the use of the QR Services.
- (c) The Customer are fully responsible for ensuring that the information shown or stored on its mobile device is kept secure.
- (d) If the Customer knows or suspects that any other person knows its security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.
- 8.4 The Bank's responsibility and restriction of liability
 - (a) While the Bank makes reasonable efforts to provide the QR Services, the Bank is not liable for any failure to provide the QR Services.
 - (b) The QR Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the customer's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the customer may incur as a result of its use of the QR Services.
 - (c) The Customer understands and agrees that:
 - (i) The Customer uses the QR Services at its sole risk. To the maximum extent permitted by law, the Bank expressly disclaim all warranties and conditions of any kind, whether express or implied.
 - (ii) The Customer downloads or obtain any material or information through the use of the QR Services at its sole risk and discretion. The Customer is solely responsible for any damage to its computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
 - (d) 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.

Schedule V Terms and Conditions for SWIFT GPI Services

1. Incorporation of the Common Terms of Part A
 - (a) The Common Terms and Conditions set out above in Part A of this "General Terms and Conditions for Banking Services" (the "**Common Terms**") shall be incorporated as an integral part of this Schedule V, as if the Common Terms are written in full herein. In case of conflict between the Common Terms and the terms and conditions expressly set out in this Schedule V, the latter shall prevail.
 - (b) The term "**these terms and conditions**" whenever used in this Schedule V shall mean the terms and conditions expressly set out in this Schedule V together with the Common Terms which are incorporated herein as aforesaid.
 - (c) These terms and conditions shall apply to the SWIFT GPI Services (as defined in Clause 3) provided by the Bank.
2. Definitions and Interpretation

Unless otherwise defined herein, terms used in these terms and conditions shall have the meanings given to them in the Bank's "General Terms and Conditions for Banking Services".

In these terms and conditions, the following terms have the following meanings:

 - (a) "**SWIFT**" means Society for Worldwide Interbank Financial Telecommunication, Société Coopérative à Responsabilité Limitée, a Belgian limited liability co-operative society.
 - (b) "**SWIFT GPI Services**" means the Bank's SWIFT GPI Services as defined in Clause 3.
 - (c) "**SWIFT Tracker Database**" means the database hosted and maintained by SWIFT which provides information on the status of payment transactions.
 - (d) "**Third Party Bank**" means any banking establishment other than the Bank (whether established in Hong Kong or other jurisdictions).
3. Scope of the SWIFT GPI Services

Subject to the terms as set out in these terms and conditions and in compliance with all applicable laws and regulations, the Bank may provide or otherwise make accessible to the Customer information through the Bank's Internet Banking Services or such other channel(s) as determined by the Bank from time to time which enables the Customer to track the status of its payments, subject to such limitations and restrictions as determined by the Bank from time to time ("**SWIFT GPI Services**").
4. Customer's acknowledgements

The Customer agrees and acknowledges that:

 - (a) the Bank is duly authorised to upload information relating to the Customer's payments to the SWIFT Tracker Database (which may be accessible by Third Party Banks);
 - (b) the Bank is duly authorised to receive information relating to the Customer's payments from the SWIFT Tracker Database (which includes information and data uploaded by Third Party Banks);
 - (c) all information provided or otherwise made accessible by the Bank to the Customer through the SWIFT GPI Services (including any information obtained from the SWIFT Tracker Database) are provided on an "as is" basis and the Bank is under no obligation to verify the accuracy of such information;
 - (d) the Bank will endeavour to provide or otherwise make accessible the available information relating to the Customer's payments as soon as reasonably practicable or within a time period as determined by the Bank in its absolute discretion from time to time after such information is uploaded or otherwise available on the SWIFT Tracker Database;
 - (e) the Customer is solely responsible for checking the accuracy of any information relating to the Customer's payments provided or otherwise made accessible by the Bank to the Customer through the SWIFT GPI Services and the Bank has no responsibility whatsoever to investigate any errors or inaccuracies in such information;
 - (f) the provision of the SWIFT GPI Services by the Bank to the Customer does not create any relationship between the Bank and any Third Party Bank; and
 - (g) the provision of the SWIFT GPI Services by the Bank to the Customer through electronic means (such as the Bank's Internet Banking Services) is subject to delay, interruption or breakdown.
5. Limitation of liability and indemnity
 - 5.1 Liability of the Bank
 - (a) Unless caused by the Bank's negligence or wilful misconduct and to the fullest extent permitted by applicable laws, the Bank is not liable for:
 - (i) the accuracy or completeness of any information provided or otherwise made accessible by the Bank to the Customer through the SWIFT GPI Services;
 - (ii) any action or inaction of SWIFT or any Third Party Bank;
 - (iii) any delay, interruption, suspension, interception, loss or other errors in transmitting any information relating to the Bank's provision of the SWIFT GPI Services which are beyond the reasonable control of the Bank, including but not limited to any failure of communication network, system failure, any act or omission by a third party supplier, breakdown of equipment, any government order, the existence of virus or other destructive or disruptive features which may adversely affect the communication network;
 - (iv) any disclosure or leakage of information provided under the SWIFT GPI Services from or by any device, equipment, telecommunications company, intermediary through which the information is transmitted between the Bank and the Customer; and
 - (v) any other acts or circumstances beyond the reasonable control of the Bank.
 - (b) The Bank shall in no circumstances be liable to the Customer for any indirect, special, consequential or other loss or damage.
 - 5.2 Indemnity
 - (a) The Customer agrees to indemnify the Bank, its employees or officers and to keep the Bank, its employees or officers indemnified against any claims, actions, proceedings, losses, damages or expenses whatsoever and howsoever caused, brought against the Bank, its employees or officers, except for any direct loss or damages caused by the negligence or wilful misconduct on the part of the Bank, its employees or officers, in relation to the provision of the SWIFT GPI Services or these terms and conditions.
 - (b) Without limiting the generality of Clause 5.2(a), the Customer shall indemnify the Bank on demand against any claim, liability, loss or cost arising from any breach by the Customer incurred by the Bank in the exercise or enforcement of the Bank's rights, including in recovering sums from the Customer or in obtaining any advice considered necessary by the Bank.

Schedule VI Terms and Conditions for Smart Kiosk Services

1. Incorporation of the Common Terms of Part A
 - 1.1 Common Terms and Conditions set out in Part A of this "General Terms and Conditions for Banking Services" (the "**Common Terms**") shall be incorporated as an integral part of this Schedule VI, as if the Common Terms are written in full herein. In case of conflict between the Common Terms and the terms and conditions expressly set out in this Schedule VI with respect to the Smart Kiosk Services (as defined below), the latter shall prevail.

- 1.2 The term "**these terms and conditions**" whenever used in this Schedule VI shall mean the terms and conditions expressly set out in this Schedule VI together with the Common Terms which are incorporated herein as aforesaid.
- 1.3 These terms and conditions set out the terms and conditions under which the Bank agrees to open, maintain and provide bank accounts and services to its Customers (as defined below) in connection with the Smart Kiosk Services (as defined below).
- 1.4 In these terms and conditions:
"ATM Card" means any card issued by the Bank to the Customer at the request of the Customer for use in connection with the ATM Services provided by the Bank;
"ATM Card Password" means, in relation to a particular ATM Card, any identification number(s) or code(s) designated by the Bank and/or any identification number(s) or code(s) selected or re-selected by the Customer which allows the Customer to have access to the ATM Services with the use of the relevant ATM Card;
"ATM Services" means the ATM Services as defined in Schedule II of the General Terms and Conditions;
"Card" means any card issued by the Bank to the Customer for use in connection with the Smart Kiosk Services and includes a ATM Card which has been approved or allowed by the Bank to be used by the Customer as a Card;
"Card Password" means, in relation to a particular Card, any identification number(s) or code(s) designated by the Bank and/or any identification number(s) or code(s) selected or re-selected by the Customer which allows the Customer to have access to the Smart Kiosk Services with the use of the relevant Card;
"Customer" means the person (a) who uses the Smart Kiosk Services; and/or (b) to whom the Bank has allowed the use of the Smart Kiosk Services; and/or (c) to whom an account is opened or maintained or a service is set up or provided by the Bank under the Smart Kiosk Services;
"General Terms and Conditions" means this "General Terms and Conditions for Banking Services" including its Schedules (as may be varied, supplemented or replaced by the Bank from time to time);
"Instruction" means any instruction, acknowledgement, authorization, consent or agreement given by using a Card;
"Primary Account" means the Primary Account as defined in Schedule II of the General Terms and Conditions;
"Smart Kiosk" means any automatic teller machine which the Bank may from time to time designate or approve for use in connection with the Smart Kiosk Services (including providing any Smart Kiosk Services), and a Smart Kiosk may consist of more than one machine or device and may have photographic, scanning and/or printing functions;
"Smart Kiosk Services" means, in relation to a Customer, any services provided by the Bank via or in connection with a Smart Kiosk under which, subject to such requirements, restrictions and conditions as the Bank may from time to time at its discretion determine:
(a) the Customer may open accounts with the Bank and/or operate any accounts maintained by the Customer with the Bank;
(b) the Bank may provide services to the Customer;
(c) the Customer may make enquiries with the Bank and/or communicate with the Bank;
(d) the Bank may provide information to the Customer;
(e) the Customer may give instructions to the Bank and/or enter into agreements with or by the Bank; and
(f) the Customer may enter into or effect any other transactions which the Bank may permit or approve; and
"Withdrawal Account" means, in relation to a transfer or an attempted transfer of funds under the Smart Kiosk Services, any bank account held by the Customer with the Bank from which the Customer instructs the Bank to make a fund transfer.
- 1.5 Unless contrary indication appears, any reference in these terms and conditions to:
(a) a Clause or Schedule is a reference to a clause of or a schedule to these terms and conditions;
(b) words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and
(c) "**including**" or "**includes**" means including or includes without limitation.
2. **Other applicable Terms and Conditions**
- 2.1 The Customer confirms that he agrees to be bound by the General Terms and Conditions. In case of any conflict between the General Terms and Conditions and these terms and conditions with respect to the Smart Kiosk Services, the Card or the Card Password, these terms and conditions shall prevail.
- 2.2 Without prejudice to Clause 2.1, any account or service provided by the Bank under or pursuant to the Smart Kiosk Services may be subject to other terms and conditions applicable to that account or service. In the event of any conflict between other terms and conditions applicable to the relevant account or service and these terms and conditions with respect to the Smart Kiosk Services, these terms and conditions shall prevail.
3. **Use of Smart Kiosk Services**
- 3.1 If a new Customer intends to use the Smart Kiosk Services, the Customer shall follow such procedure and provide such documents and information as the Bank may prescribe or determine through a Smart Kiosk and/or such other means approved by the Bank. Without prejudice to the foregoing, the Customer may be required to:
(a) provide his identification card and address proof to the Bank via a Smart Kiosk and allow the Smart Kiosk to scan his identification card and address proof for verification and record;
(b) allow a Smart Kiosk to take his photos and/or allow the Bank to conduct biometric authentication in relation to his identity via a Smart Kiosk; and
(c) provide his specimen signature (including by way of electronic specimen signature) for operating his accounts with the Bank.
- 3.2 The Customer acknowledges and agrees that for the purpose of issuing a Card, the Bank may provide a ticket to him via the Smart Kiosk. Such ticket may contain information or code by which the Bank may issue a Card via the Smart Kiosk. The Customer shall keep such ticket, information and code secret and secured, and shall not disclose any of them to any other third person.
- 3.3 The Customer further acknowledges and agrees that the Bank may, for the purpose of verification and/or collection of a Card, send one-time password(s) to the mobile phone number which is provided by the Customer. The Customer shall keep such password secret and secured, and shall not disclose it to any other third person.
- 3.4 Under the Smart Kiosk Services, the Bank may open such new account(s) for the Customer and/or make such new service(s) available to the Customer as the Bank may at its discretion determine. These may include:
(a) multi-currency savings account;
(b) current account;
(c) phone banking service;
(d) internet banking service (which may be subject to further activation by the Customer);
(e) issuance of cheque book in relation to current account; and/or
(f) any other accounts and services.
The operation and use of such new accounts and new services will be subject to such requirements, restrictions and conditions as the Bank may from time to time at its discretion determine.
4. **Card and Card Password**
- 4.1 Under the Smart Kiosk Services, the Bank may issue a Card to the Customer via the Smart Kiosk or by such other means as the Bank may at its discretion determine.
- 4.2 Subject to such requirements, restrictions and conditions as the Bank may from time to time at its discretion determine, a Card is an ATM Card which can access and use the ATM Services and the terms and conditions applicable to ATM Card and ATM Card Password (including those in the General Terms and Conditions) will apply to the Card and the Card Password. For the avoidance of doubt:
(a) the Card Password of the Card will also be the ATM Card Password of that Card for the purposes of the ATM Services; and
(b) the Primary Account in respect of the Card (for the purposes of the ATM Services) shall be an account of the Customer which is designated by the Bank unless otherwise designated by the Customer and accepted by the Bank.
- 4.3 The Card shall only and exclusively be used by the Customer and is not transferrable.
- 4.4 The Bank shall not be responsible for any delay arising from the failure or malfunction of any Card. In the event of damage or malfunction of any Card which is resulted otherwise than from the Customer's misuse, on compliance of such terms as the Bank may specify, the Bank may issue a new or replacement Card.
- 4.5 The Bank shall not be responsible for any consequence if the transaction involving the use of any Card is not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the Smart Kiosk, terminals or devices which permit access to the Smart Kiosk Services and such malfunctioning or failure is obvious or has already been advised by a message or notice on display.
- 4.6 Subject to the Bank's right not to accept any Instruction, all Instructions once given by use of the Card and the related Card Password shall be irrevocable and

- conclusively binding on the Customer irrespective of whether or not such Instructions are given by the Customer personally or by any other person on his behalf or by any other third person, whether authorized or unauthorized. Subject to Clause 8.1, the Customer shall be liable for all transactions effected and all liabilities incurred pursuant to such Instructions.
- 4.7 Any Card issued by the Bank is and shall at all times be the property of the Bank and the Customer shall surrender his Card to the Bank immediately upon the cancellation or termination of the Card or the Smart Kiosk Services for whatever reason.
- 4.8 The Bank reserves the right at all times, at its absolute discretion, to cancel or terminate the use of any Card, upon not less than 30 days' prior written notice to the Customer.
- 5 **Responsibility of Customer for proper use of Card and Card Password**
- 5.1 The Customer is responsible for the proper use of his Card with the related Card Password and shall take reasonable steps to keep such Card and the Card Password secure and confidential and shall not allow any unauthorized person to have access to such Card or the Card Password and shall not disclose the Card Password to any other persons.
- 5.2 The Customer shall not use or allow the use of any Card and/or the related Card Password in any illegal activity or any arrangement that is contrary to or prohibited by law.
- 5.3 The Customer acknowledges that the Bank has no record of the Card Password selected or re-selected by the Customer.
- 5.4 Upon knowing or believing that there is a loss or theft of any Card or a loss or any actual or possible unauthorized use or disclosure of the related Card Password, the Customer shall notify the Bank as soon as reasonably practicable in writing or by calling the Bank's designated telephone hotline as notified to the Customer from time to time for reporting such incident(s). In the event of receiving any such report, whether in writing or through telephone, the Bank shall be entitled to take such action as it may think fit if the Bank accepts in good faith that such report is proper and genuine.
- 5.5 In addition to Clause 5.4 above, in the event of actual or possible unauthorized use or disclosure of the Card Password, the Customer shall as soon as reasonably practicable change the Card Password at the nearest Smart Kiosk.
- 5.6 In the event of loss of any Card, the Bank may, at its absolute discretion, issue an ATM Card to replace the lost Card at the request of the Customer on such terms and conditions as it deems fit. If the Customer relocates such Card which was previously reported lost, he shall not use such ATM Card unless and until he has obtained the prior approval of the Bank.
- 5.7 The Customer hereby acknowledges that there are risks for the Card Password and/or the related Card being used by unauthorized persons or for unauthorized purposes and agrees to be responsible for all or any of the losses arising therefrom, except for those losses set out in Clause 8.1 and/or arising from the unauthorized transactions set out in Clause 7.2 of the Common Terms of the General Terms and Conditions.
- 5.8 The Customer acknowledges that he has been advised by the Bank:
- (a) that the Customer should not allow anyone else to use the Card and the Card Password;
- (b) never to write down the Card Password on the Card or on anything usually kept with or near it;
- (c) not to write down or record the Card Password without disguising it;
- (d) that it is not suitable to use easily accessible personal information such as telephone numbers or date of birth as the Card Password;
- (e) not to use the Card Password for accessing other services (such as connection to the internet or accessing other websites);
- (f) to refer to the security advice which may be provided by the Bank from time to time in respect of the Smart Kiosk Services; and
- (g) that if the Customer fails to follow the safeguards or meet his obligations set out in Clauses 5.1, 5.2, 5.4, 5.5 and 5.8 (a) to (e) and such failure has caused losses, the Customer may be liable for all losses set out in Clause 8.3.
- 6 **Use of ATM Card as Card**
- 6.1 Subject to the approval of the Bank and such requirements, restrictions and conditions as the Bank may from time to time at its discretion determine, an ATM Card issued to a Customer by the Bank may be used by the Customer as his Card to access and use the Smart Kiosk Services under and subject to these terms and conditions.
- 6.2 For the avoidance of doubt, if a Customer is allowed by the Bank to use his ATM Card as a Card to access and use the Smart Kiosk Services, the ATM Card Password of the ATM Card will also be the Card Password of that ATM Card for the purposes of the Smart Kiosk Services.
- 7 **Scope of Smart Kiosk Services**
- 7.1 The scope and types of accounts, services, functions and transactions made available by the Bank, the applicable restrictions, conditions and transaction limits, the applicable cut-off time, the applicable fees and other features in respect of the Smart Kiosk Services will be determined by the Bank from time to time at its absolute discretion. Without prejudice to the foregoing, the following accounts, services, functions and transactions may be made available by the Bank to the Customer via a Smart Kiosk under the Smart Kiosk Services:
- (a) opening and operation of accounts (including new and existing accounts);
- (b) enquiries on status of accounts and transactions (including account details and balance);
- (c) funds transfer and remittance (including inter-banks funds transfers and remittances to a third person);
- (d) maintenance and change of information of the Customer on the record of the Bank;
- (e) making new fixed deposits with the Bank and changing any instruction in connection therewith; and
- (f) purchase of gift cheques or other similar instruments from the Bank.
- 7.2 The Customer shall use the Smart Kiosk Services in accordance with any operation policies, procedures, guides and requirements relating to the Smart Kiosk Services as the Bank may provide or prescribe from time to time.
- 7.3 For transfer of funds out of any Withdrawal Account by the Smart Kiosk Services and all Instructions for such transfer, the following provisions shall apply:
- (a) the Customer acknowledges that there are risks involved in relation to funds transfers to third party accounts, for example, in the event of payments to unauthorized third party accounts, and in the event that the Customer suffers any losses as a result of any of such transfers, *in the absence of wilful misconduct or negligence by the Bank*, the Customer will not hold the Bank responsible for facilitating such transfers;
- (b) once the Bank has received Instruction to transfer funds from the Withdrawal Account and to credit the same to a receiving account, the Bank may forthwith debit the Withdrawal Account. The Customer hereby agrees that notification to the Bank from the service provider(s) of the transfer service shall be conclusive evidence of the Customer's transfer Instruction and any resulting debit shall be binding on the Customer;
- (c) where the Withdrawal Account does not have sufficient funds or (as the case may be) pre-arranged credit for the transfer Instruction to be carried out, the Bank may (but shall not be obliged to) reject such Instruction or refuse to carry out such Instruction, in which event the Bank may levy the usual charge and may cancel the Instruction. The Bank shall not howsoever be liable or responsible for any consequence or any losses to the Customer arising out of or as a result of the failure of the Bank to carry out or delay in carrying out the Instruction in such circumstances;
- (d) notwithstanding that there are insufficient funds or pre-arranged credit in the Withdrawal Account, the Bank may, at its absolute discretion, but is not obliged to, carry out the Instruction without prior written notice to or approval of the Customer. *The Customer shall be liable for the resulting debit balance or overdraft, advance or credit (or any increase in the same) and all interest and standard charges of the Bank relating thereto. Such debt shall be repayable to the Bank on demand together with interest thereon, from the date of carrying out of the Instruction to the date of actual repayment (whether before or after judgment), both days inclusive, at such rate as published by the Bank from time to time for unauthorized overdraft and compounded at such intervals as the Bank may determine from time to time;*
- (e) notwithstanding that the Bank has carried out the transfer Instruction and debited the Withdrawal Account, it may not be necessarily the case that the receiving bank will immediately credit the receiving account with the corresponding amount, which may only be credited in accordance with the receiving bank's prevailing practice at different times and the Bank shall not be responsible as to when the transfer funds will actually be credited to the receiving account and for any losses to the Customer as a result of the failure of or delay in the receiving bank crediting the receiving account;
- (f) the Customer's payment instructions will be forwarded without verification by the Bank's automated systems to the receiving bank for processing in accordance with its terms and practice;
- (g) in the event that the receiving bank fails to credit or otherwise delays in crediting the receiving account, the Bank will not be responsible and the Bank is not responsible in any circumstances to take any action against the receiving bank to recover any funds paid to the receiving bank or transferred to the receiving account. However, if the receiving bank is in default in the interbank settlement before the Customer's payment has been made to it though the Withdrawal Account has been debited, then the payment will not be made and the debit entry in the Withdrawal Account will be reversed in due course accordingly. Furthermore, if for any reason a payment cannot be made to the receiving bank through the interbank settlement, the payment would not be made and the debit entry in the Withdrawal Account would accordingly be reversed;
- (h) the Customer acknowledges that communications through Smart Kiosk Services may be delayed, interrupted, intercepted or corrupted. The Bank cannot be

(i)	responsible for any delay or error in the Customer's payments, or for any unauthorized instructions, or for payments to a wrong party; the Bank is not responsible for any questions arising from the transaction in respect of which a payment is made. The Customer will refer to the merchant or supplier concerned;
(j)	the Customer must not use this service for any purposes, other than to make a permitted payment and for other permitted purposes; and
(k)	the Bank is entitled to levy handling charges and get reimbursement from the Customer for all reasonable charges and expenses reasonably incurred by the Bank (if any) regarding funds transfer to third party accounts.
7.4	Written advice, statements and reports (in such form and contents as the Bank at its discretion determines) may be allowed to be printed out from a Smart Kiosk.
7.5	For transactions by the Smart Kiosk Services in any currency other than Hong Kong Dollars, the Bank shall be entitled to convert the type of currency in which the transaction is conducted into Hong Kong Dollars at such exchange rate(s) as absolutely determined by the Bank at the time of the transaction without reference to or consent of the Customer.
7.6	The Bank may impose fees/charges for the use and/or replacement of any Card and/or in relation to any transaction involving the use of any Card or the Smart Kiosk Services at the rate(s) specified on any schedule of fees published by the Bank from time to time. The Bank shall be entitled to debit the fees and charges from any of the account(s) of the Customer with the Bank.
7.7	The Bank may at its discretion add to, modify, restrict, suspend or terminate the Smart Kiosk Services at any time.
8	<u>Liability for Loss and Indemnity</u>
8.1	Subject to Clauses 8.2 and 8.3, the Bank will bear the full loss incurred:
(a)	in the event of misuse of any Card when the Card has been issued but has not been received by the Customer, provided that the Customer has complied with his obligations under Clauses 3.2 and 3.3;
(b)	for all transactions that are not authorized by the Customer after the Bank has been notified of the relevant Card or the applicable Card Password being lost or stolen or being disclosed to any unauthorized person in accordance with Clause 5.4, provided that the Customer has not acted fraudulently or with gross negligence or has not otherwise failed to perform his obligations under Clauses 5.1, 5.2, 5.4 and 5.5;
(c)	when faults have occurred in the terminals, or other systems used, which cause direct loss to the Customer, unless the fault was obvious or advised by a message or notice on display; and
(d)	when transactions are made through the use of counterfeit cards.
8.2	The Bank's liability to the Customer in relation to the provision of the services under these terms and conditions shall be limited to those amounts wrongly charged to the accounts of the Customer and any interest thereon.
8.3	Except for those losses set out in Clause 8.1 above and/or arising from the unauthorized transactions set out in Clause 7.2 of the Common Terms of the General Terms and Conditions, the Bank shall not be liable for any loss or damage suffered by the Customer or any person as a result of any Instructions, whether or not given or authorized by the Customer. In particular, but without limitation, the Customer will be liable for all losses if the Customer has acted fraudulently or with gross negligence or has otherwise failed to perform his obligations under Clauses 5.1, 5.2, 5.4 and 5.5.
8.4	Subject to Clause 8.1, the Customer shall indemnify and keep the Bank harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses which may at any time be reasonably suffered or incurred by the Bank arising from or in connection with these terms and conditions (other than those suffered or incurred by the Bank arising from gross negligence or wilful default of the Bank).

You may obtain copies of the General Terms and Conditions for Banking Services at any of our branch free of charge or by visiting our website at www.hk.bankcomm.com from 18 October 2019 onwards.

2. Adjustment of Service Charges for Bank of Communications Credit Card Platinum and Bank of Communications CUP Dual Currency Diamond Credit Card

Starting from 1 January 2020("Effective Date"), the Bank will implement Credit Card Paper Statement Service Fee (the "Fee").

If you do not register for the e-statement service and abandon paper statement before the Effective Date, you will continue to receive paper statement(s) and the **Fee will apply**. To avoid the Fee, **please login our Internet Banking services to register the e-Statement service now**.

Items	Charges
Fee*	Platinum Card and Diamond Card: HK\$20 for each charging period *
Charging Criteria	Generate ONE or more paper statement(s) during the charging period, Fee will be levied on the credit card account.
Charging Period	For every 6-month period from 1 January to 30 June and 1 July to 31 December.
Debit Period	For the Fee generated during the period from 1 January to 30 June, the debit month will be in July of the same year. For the Fee generated during the period from 1 July to 31 December, the debit month will be in January of the following year.

*The Fee applied to (a) Bank of Communications Platinum Card and (b) Bank of Communications CUP Dual Currency Diamond Card. Customer has one or more principal credit card and receives paper statements for all of the credit card account during charging period, a HK\$20 fee will be applied and debited from the credit card account with the latest transaction record during the debit period.

Fee Exemptions:

Customers who meet any one of the following criteria will be exempted from the Fee. If you meet either point 2 or point 3 below, please visit any of our branch to arrange the Fee exemption.

1. Aged 65 and above ;
2. Persons who present a proof of disability document (e.g. document of receiving government disability allowance) ;

3. Recipients of Comprehensive Social Security Assistance (supporting documents required).

Please note that the above changes shall be binding on you if you continue using or retaining your Card starting from 1 January 2020. We may not be able to continue providing services to you if you do not accept the above changes.

For the details of the Fee, please visit our website at www.hk.bankcomm.com/d.html?e13.

Thank you for your support over the years and we will continue to provide you quality services. If you do not wish to accept any of the above amendments, you shall terminate the relevant account(s) or service(s) in accordance with the relevant existing terms and conditions before the effective date of the amendment. Maintaining the account(s) and/or continuing to use the service(s) after the effective date of the amendment will be regarded as your acceptance of all of the above amendments.

Should you have any queries, please contact any of our branch or call our Customer Services Hotline at 223 95559 during office hours.

Yours faithfully,

Bank of Communications (Hong Kong) Limited
(This is a computer print-out letter that requires no signature)