

Terms and Conditions for Use of Push Notification Service

In these Terms and Conditions for Use of Push Notification Service (“**Terms and Conditions**”), unless the context requires otherwise, references to “**you**”, “**your**” and “**yours**” refer to the customers (and/or their authorised representatives) of The Bank of Communications (Hong Kong) Limited (“**BOCOM(HK)**”) who are utilizing the Push Notification Service (“**Service**”, as further described below) whilst references to “**the Bank**”, “**we**”, “**us**” or “**our**” refer to BOCOM(HK). You must read these Terms and Conditions carefully before using this Service. If you do not agree with these Terms and Conditions, you should not use or enrol for this Service as described below in these Terms and Conditions.

1. This Service allows you to receive certain information and communication electronically from the Bank through an eligible mobile device in the form of push notifications (“**Notifications**”) via BOCOM(HK) Mobile App (“**BOCOM(HK) Mobile App**”), which is the application offered by BOCOM(HK) for smartphones, tablets or other mobile or wireless devices. This Service may also rely on services provided by Apple Inc. (“**Apple**”) and Google LLC (“**Google**”) (or any other third party service provider, if applicable). You should use the updated version of the mobile operating systems as specified by us from time to time.
2. These Notifications may include promotional information, service reminders, transaction alerts or other information as the Bank may consider appropriate from time to time (collectively, “**Scope of Service**”). You acknowledge and agree that the Bank shall be entitled at its sole discretion to specify or vary the Scope of Service and the features of this Service from time to time without prior notice to you and without giving any reason.
3. This Service is offered as part of our Mobile Banking. Accordingly, these Terms and Conditions shall apply to our provision and your use of this Service in addition to the other existing applicable terms, including the Bank’s General Terms and Conditions for Banking Services and the Terms and Conditions for Internet Banking, Mobile Banking, Phone Banking, SMS Service and E-mail Service (collectively, the “**General Terms**”), each of which may be amended or supplemented from time to time. Unless otherwise defined herein, any capitalized terms stated in these Terms and Conditions shall have the same meaning as those defined in the General Terms.
4. In the event of inconsistency or conflict between the General Terms and these Terms and Conditions in relation to the Service, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict. By using or enrolling for this Service, you acknowledge and agree that you shall be deemed to have accepted these Terms and Conditions and the General Terms and to be bound by them, and shall be deemed to have acknowledged that you understand the inherent risk of this Service.
5. You acknowledge and agree that all the services, products and offers stated in the Notifications are subject to the relevant terms and conditions of such services, products and offers. You acknowledge and agree that all information stated in the Notifications shall

remain as a reference only and shall not be binding on the Bank. You further acknowledge and agree that the Bank provides this Service to you on a non-reliance basis. The Bank does not represent or warrant the accuracy, reliability, completeness or timeliness of the Notifications or this Service. You acknowledge and agree that the Bank shall not be liable for any loss or damages suffered by you or any third party in connection to your use or attempted use of this Service and/or your or such third party's reliance on the information made available by this Service.

6. Subject to the provisions in these Terms and Conditions, you may use and enrol for the Service by:
 - (a) switching on the "Allow push notifications" (允許推送通知) button or equivalent button within BOCOM(HK) Mobile App on your mobile device which would be used for receiving the Notifications;
 - (b) allowing "Notifications" to be received from the BOCOM(HK) Mobile App in the applicable "Settings" page of your mobile device which would be used for receiving the Notification; or
 - (c) enabling push notification by following such other steps as specified by the Bank or in such manner acceptable by the Bank from time to time.

Should you wish to opt out of this Service, please ensure that you disable the Notifications in your BOCOM(HK) Mobile App, the applicable "Settings" page on your relevant mobile device, or by following such other steps as specified by the Bank or in such manner acceptable by the Bank from time to time.

7. You acknowledge and agree that the Bank is entitled to impose restrictions from time to time on your use of the Service and that the Bank is entitled to cease to provide the Service to you if you have failed to comply with such restrictions. These restrictions may include but are not limited to:
 - (a) the maximum number of mobile devices which you may use to receive the Notifications;
 - (b) the telecommunication service provider which you may subscribe to for maintaining internet connection for receiving the Notifications; and
 - (c) the type or model of mobile device which you may use to receive the Notifications.
8. You must ensure that the latest version of the BOCOM(HK) Mobile App available has been installed on your mobile device which would be used for receiving the Notifications. The Service will not be available to you if it has not been properly installed.
9. You must ensure a stable mobile or internet connection for your mobile device in order to receive the Notifications. Although the Bank does not charge for the provision of this Service, fees and charges might be incurred from maintaining the mobile or internet connection, whether local or international, and you agree to be responsible for such fees and charges (if any). If you are travelling outside Hong Kong and you wish to use this Service whilst you are overseas, you must check whether you have enabled data roaming.

10. If you change your mobile device for using this Service, you must provide the Bank with updated information on your new device, reinstall the BOCOM (HK) Mobile App and log into the Mobile Banking on your new device in order to continue to use the Service.
11. If you have multiple mobile devices, the Notifications would be delivered to the device where you have most recently logged into our Mobile Banking via BOCOM(HK) Mobile App.
12. You acknowledge that any Notification will only be delivered to you once and will not be sent again if it is deleted. You further acknowledge that the Service is provided on the basis of a one-way communication and therefore you shall not reply to the Notifications.
13. If you receive Notifications in relation to the Bank's services provided to you and/or your transactions, you agree that it is your sole responsibility to verify the accuracy of the information stated in such Notification in a timely manner and inform the Bank immediately of any errors, suspicious situations or unauthorized transactions.
14. You acknowledge that the Notifications could only be sent through the services provided by Apple and Google (or other third party service provider, if applicable) (collectively, "**Third Party Service Providers**"). You acknowledge and agree that any delay or failure in delivery of the Notifications caused by the services of the Third Party Service Providers and the availability of such services are beyond our control and that the Bank shall not be liable for the loss or damages that is resulted from the act or omission of such Third Party Service Providers. The Bank does not represent or warrant the accuracy, reliability, completeness or timeliness of the services provided by the Third Party Service Providers.
15. You acknowledge that maintenance may be performed to this Service and there could be technological failure or internet traffic congestion from time to time, which may result in interruptions, delays or errors in the provision of the Service. You acknowledge and agree that the Bank shall not be liable for such interruptions, delays or errors or any loss or damage that is resulted from them.
16. You acknowledge and agree that the Bank is entitled at its sole discretion to refuse or cease to provide this Service or suspend the provision of it to you at any time (in whole or in part) without prior notice to you and without giving any reason. You agree that the Bank shall not be liable for any consequences of such refusal, cessation or suspension of provision of this Service or any loss or damages which is resulted from it.
17. In the absence of willful misconduct or negligence by the Bank, you agree to (a) indemnify the Bank from all loss and damages which the Bank may incur in connection to any improper use of the Service by you, which include but is not limited to your breach of any of these Terms and Conditions; and (b) hold the Bank indemnified from and against all claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expense including legal costs on an indemnity basis which the Bank may be subject to in connection with the provision of the Service to you.

18. The Notifications may include promotional materials of the Bank ("**Marketing Materials**"). Your pre-existing instructions to us in relation to receiving direct marketing materials ("**Pre-existing Instructions**") will not be affected by using or enrolling for this Service and you may or may not receive Notifications containing these Marketing Materials depending on your Pre-existing Instructions. You may also refer to our Privacy Policy Statement for details about the practices adopted by the Bank in relation to the usage and collection of your personal data for the purpose of direct marketing. You can find the latest version of our Privacy Policy Statement on our website and BOCOM(HK) Mobile App.
19. You acknowledge that the Notifications may be displayed on the lock screen of your mobile device whilst the device has not been unlocked. As a result, you acknowledge and agree that it is your sole responsibility to safeguard the access of your mobile device (including physical access), such as by ensuring your mobile device is enabled with auto-lock and passcode lock, and to prevent unauthorised access to the Notifications. You further acknowledge and agree that the Bank shall not be liable for any unauthorised disclosure of the Notifications or any loss or damages suffered by you or any third party in connection to or arising from such unauthorised disclosure.
20. The content delivered through this Service may not be encrypted and it is possible that the data may be corrupted. The Service may not be free from interference, interception, interruption, intervention or meddling by third parties. You acknowledge and agree that it is your sole responsibility to ensure that your mobile device is installed with sufficient anti-virus protection and the most updated security software to prevent unauthorized access to your mobile device and data. You acknowledge and agree that it is your sole responsibility to keep your mobile device safe and secure.
21. If you are on an Android device, please note that Google services may be limited or unavailable in some countries/regions and on certain types of mobile devices. You may not be able to receive push notifications while you are in those areas, or when you are using mobile devices that Google services do not support.
22. These Terms and Conditions are available in both Chinese and English versions. The English version shall prevail in the event of any discrepancy between the two versions.
23. The laws of the Hong Kong Special Administrative Region of the People's Republic of China shall govern these Terms and Conditions. You hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.