

23 September 2022

## **Notice of Amendments to the "Conditions for Services"**

Thank you for choosing the banking services of Nanyang Commercial Bank, Limited (the "Bank"). Please be informed that the Bank's "Conditions for Services" Part 1 Conditions 2.5 and 8.3, and Part 2 Conditions 8.10 and 8.11 have been amended and will be effective from 25 November 2022 ("Effective Date"). Details of the amendments are stated in the enclosed.

Please note that the amendments shall be binding on you if you continue to maintain your account(s) with NCB or use any of our banking, financial or other services on or after the Effective Date. If you do not accept the amendments, we may not be able to continue to provide services to you. Should you have any enquiries or responses regarding the amendments, please contact our staff or call our Customer Service Hotline at (852) 2622 2633.

You may download a copy of the existing "Conditions for Services" from the Bank's website (the Bank's website > "Personal Banking"/ "Corporate Banking"> "Other Services" > "Conditions and Rules for Services and other Information") until 25 November 2022. Only the copy of revised "Conditions for Services" will be available from the above website from 25 November 2022. You may download this customer notice on the Bank's website (the bank's website > "about US" > "Notice") on or before 30 April 2024. You may not be able to view or download the existing "Conditions for Services" and this customer notice after the relevant date(s). Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

**Nanyang Commercial Bank, Limited**

## Amendment Details

### Part 1: General provisions

		Amendment Details (underlined)
2. Password	2.5	<p>Amend as follows (the relevant preconditions for the customer to bear the loss are described):</p> <p><u>2.5 This Condition applies to the following circumstances:</u></p> <p><u>(i) unauthorized instruction given electronically;</u></p> <p><u>(ii) private individual (excluding sole traders, partnerships, clubs and societies); or</u></p> <p><u>(iii) any unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.</u></p> <p><u>You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use the password, or failed to comply with your obligations under Conditions 2.3 or 2.4 above. However, subject to your compliance with Conditions 2.3 and/or 2.4 above (as applicable), your following of any securities measures provided by us from time to time and if in our reasonable opinion, there is no gross negligence or fraud on your part then you are not liable for any direct loss caused by unauthorized transactions conducted through your account.</u></p>
8. Statements of account / confirmation	8.3	<p>Amend as follows (add the description of "For ATM Card transactions, please notify us in writing within 60 days from the statement date"):</p> <p>8.3 You agree and undertake to examine and verify the correctness of each statement of account and confirmation of a transaction and all the debit and credit items on the said statement or confirmation of a transaction sent by us to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of you or any other</p>

	<p>person (the 'Errors'). You shall notify us, in writing, within 90 days of the issuance of the said statement or confirmation of any such Errors shown in the said statement or confirmation. <u>(For ATM Card transactions, please notify us in writing within 60 days from the statement date).</u> On the expiry of <u>the specified time period</u> (except Errors previously notified to us in writing within that period), you agree with us that (i) all the entries in the said statement or confirmation are correct; and (ii) the said statement or confirmation shall, as between you and us, be conclusive evidence as to the entries and balance shown therein; and (iii) shall be binding upon you, and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof.</p>
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Part 2: Banking services

		Amendment Details (underlined)
<p>8. Automatic Teller Machine (ATM) Cards</p>	<p>8.10 &amp; 8.11</p>	<p>Insert new terms as follows (add a description of the scope of the customer's liability in the event of loss or theft of the ATM Card without fraud or gross negligence):</p> <p><u>8.10 If you have not committed any fraud or serious negligence and have notified us as soon as possible after discovering that your ATM card has been lost or stolen, your liability for the loss of such ATM card shall be limited to the limit specified by us (currently HKD 500). This limit is only applicable to losses related to the relevant ATM card account and does not cover cash overdraft (if the relevant account has credit limit).</u></p> <p><u>8.11 If the ATM card is used for unauthorized transactions before you inform us that your ATM card or the personal password of the ATM card has been lost or stolen, or other people know the personal password of the card, you may need to bear the relevant losses. Without prejudice to the</u></p>

		<u>generality of the foregoing provisions, if you knowingly allow any person to use the ATM card and / or personal password, you will be deemed to have failed to comply with the above protection measures, and you shall also bear all losses arising therefrom.</u>
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