

20 April, 2020

Notice of Cancellation of e-Subscription Services on Personal Internet Banking and Consequential Amendments to the “Conditions for e-Alert , e-Subscription and Online Chat Services”

Please be informed that the e-Subscription services on Personal Internet Banking will be cancelled as from 24 May 2020 (“Effective Date”). Customers who already subscribe information through e-Subscription via personal internet banking will no longer receive any service notifications starting from the above effective date.

For the above amendment, please be informed that the “Conditions for e-Alert, e-Subscription and Online Chat Services” has been amended and will take effect from the above-mentioned Effective Date. Amendment details are attached to this notice.

Key Changes include:

1. The Title

The title of the Amended Terms and Conditions call “Conditions for e-Alert and Online Chat Services”(“T&C”)

2. The clause of the “T&C”

Remove the related content of the e-Subscription Service

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 under the above “T&C” 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 there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

For enquiry, please contact our staff or call our Customer Service Hotline at (852) 2622 2633.

Nanyang Commercial Bank, Limited

Annex**CONDITIONS FOR E-ALERT, E-SUBSCRIPTION
AND ONLINE CHAT SERVICES****1. DISCLAIMER**

1.1 YOU MUST READ THESE CONDITIONS CAREFULLY BEFORE USING ANY ONE OF THE SERVICES. BY USING A SERVICE, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE CONDITIONS AND TO HAVE ACKNOWLEDGED THAT YOU UNDERSTAND THE INHERENT RISKS OF EACH SERVICE.

1.2 BY AGREEING TO BE BOUND BY THESE CONDITIONS, YOU AGREE THAT EACH SERVICE WILL BE AVAILABLE IN RELATION TO ALL ELIGIBLE ACCOUNTS WITH THE BANK, WHETHER OPENED NOW OR OPENED IN THE FUTURE. SOME OR ALL OF THE SERVICES CANNOT BE USED IN RELATION TO SOME TYPES OF ACCOUNT AND THE BANK WILL INFORM YOU FROM TIME TO TIME AS TO WHICH ACCOUNTS ARE ELIGIBLE.

2. DEFINITIONS

2.1 In these Conditions:

- (a) **“Bank”** means Nanyang Commercial Bank Limited.
- (b) **“Conditions for Services”** means the general conditions for services issued by the Bank from time to time.
- (c) **“e-Alert service”** means email and SMS message notifications related to a variety of investment and banking services.
- (d) **“e-Subscription service”** means a subscription service to (i) financial market information, commentaries and videos on the Bank’s network provided by the Bank and/or third parties, and/or (ii) information relating to your personal interests and hobbies.
- (e) **“Online Chat service”** means an interactive messaging service whereby the Bank will provide you with generic information about the Bank’s products and services. It

will not include any advisory services, trading, dealing services or account enquiry services.

- (f) **“Telecommunications Equipment”** means a mobile telephone, laptop computer, desktop computer, pocket computer, tablet, personal digital assistant and any other electronic media and/or equipment used to access the Services.

2.2 For the purpose of these Conditions for e-Alert, ~~e-Subscription~~ and Online Chat services (**“these Conditions”**), each of the e-Alert service, ~~e-Subscription service~~ and Online Chat service is a **“Service”** and together they are the **“Services”**.

3. INTERPRETATION AND INCONSISTENCIES

These Conditions are additional to, supplemental to and form part of the Conditions for Services, and should be read in conjunction with the Conditions for Services. In the event of any inconsistency between these Conditions and the Conditions for Services, these Conditions shall prevail.

Capitalised but undefined terms shall have the meaning set out in the Conditions for Services.

4. PERSONAL DATA

To enable the Bank to provide you with a Service, you consent to the Bank’s access to your personal data. Failure to have access to your personal data may result in the Bank’s inability to provide you with any Service. Please refer to the Bank’s 'Data Policy Notice' and/or such other document(s) issued by the Bank from time to time relating to its general policies on use, disclosure and transfer of personal data.

5. ELIGIBILITY FOR USING THE SERVICES

In order to use a Service, you must hold an eligible internet banking account. The ~~e-Subscription service and~~ Online Chat service are available only to sole-name account customers of 'Enrich Banking' or 'NCB Wealth Management' of the Bank and joint name account customers are not eligible to use Online Chat service ~~and e-Subscription service~~. If you access any Service outside Hong Kong, you must observe relevant restrictions in relevant jurisdictions.

6. SCOPE OF THE SERVICES

- 6.1 Any enquiry received by the Bank through the Online Chat service is deemed to have been properly written and authorised by you. Some enquires may take us time to process, and some enquiries may be processed only during normal Hong Kong office hours, even if the Online Chat service is accessible outside such hours.
- 6.2 Any information (including but not limited to rates, prices and other information) provided through a Service is for reference only. Such information is not binding and does not constitute any offer, solicitation, recommendation, comment or any guarantee to the purchase or sale of any investment product or service. The Bank will not accept instructions to trade, or conduct any trading, or dealing through any Service, and it will not respond to any account enquiries.
- 6.3 All services, products and offers mentioned in the information provided through a Service are subject to the relevant terms and conditions.
- 6.4 Market data and/or other information available through any Service is supplied to the Bank by relevant participating securities exchanges, associations or agents which disseminate such data and information with assertion of proprietary interests in such data and information.
- 6.5 The Bank shall take reasonable care to ensure that any information supplied to you through any Service is an accurate reflection of the information contained in the Bank's computer systems or, where the information is provided by a third party, accurately reflects the information which the Bank receives from such third party. However, the Bank does not warrant that information supplied through a Service is accurate or error-free. You therefore have sole responsibility for verifying any information supplied through any Service. The Bank will not have any liability (whether in tort or contract or otherwise) for any reliance by you or any other person on any commentaries, information or other data supplied through any Service.

7. SYSTEM REQUIREMENTS

- 7.1 For each Service, you must have appropriate Telecommunications Equipment and software and access to an appropriate telecommunications network for using each Service.

7.2 You must ensure that your mobile telephone has sufficient memory to receive SMS messages. If you choose to receive SMS messages in traditional Chinese, you must ensure that your mobile telephone is equipped to display traditional Chinese characters.

8. YOUR RESPONSIBILITY FOR SECURITY AND SAFEGUARDING SECURITY CODES AND PASSWORDS

8.1 You have sole responsibility for the installation, maintenance and operation on your Telecommunications Equipment of the software (including internet browser software) you use to access each Service.

8.2 You have sole responsibility for the security of your Telecommunications Equipment and software, and must take reasonable precautions to prevent any unauthorised access to any Service. You must:

- (a) safeguard any access codes and passwords;
- (b) take reasonable measures to prevent unauthorised or fraudulent use of access codes, passwords or security details; and
- (c) ensure that unauthorised or fraudulent access to your Telecommunications Equipment and software is prevented.

8.3 You must never respond to a request purportedly from the Bank to provide account or security details by SMS, email or any other means, as when providing a Service the Bank will never make such a request.

8.4 All SMS messages and emails sent by the Bank under each Service are one-way, and you must not reply to such SMS messages or emails.

8.5 You must take all reasonably practicable measures to ensure that any Telecommunications Equipment from which you access a Service is free of any computer virus, software bomb, Trojan horse or worm (together “**Viruses**”) and is adequately maintained in every way. You must ensure your Telecommunications Equipment is adequately protected against Viruses.

8.6 You must comply with any security advice provided by the Bank from time to time.

9. NO LIABILITY

9.1 In addition to condition 12 of Part 1 of the Conditions for Services, the Bank will not have any liability for:

- (a) the accuracy or completeness of data or other information supplied through any Service nor is the Bank responsible for any failure or delay in the transmission of any message or notification, where the inaccuracy, incompleteness, failure or delay is caused by or in connection with a breakdown or failure of any transmission or communication facility, inherent technological deficiency, network traffic congestion or blockage of any Service by a network or any other extraneous factor or cause beyond the Bank's control;
- (b) any loss or damage to your data, software, Telecommunications Equipment or other equipment arising from your use of a Service, unless such loss or damage is directly and solely caused by the negligence or wilful default of the Bank; and
- (c) any loss or damage (direct, indirect or consequential) suffered by you (such as loss of earnings, loss of data or third-party claims), whether or not the Bank has been informed of the possibility of such loss or damage.

9.2 Information supplied through each Service is sent or exchanged via an open network, such as the internet, which uses public telecommunication equipment without any special protection. The Bank will not have any liability for any loss resulting from use of an open network. In particular, the Bank will not have any liability for any loss suffered by you as a result of any transmission error, technical fault, malfunction, illegal intrusion into network equipment, network overload, malicious blocking of electronic access by any third party, Internet malfunction, disruption, interruption or other shortcoming on the part of any network operator (ISP).

9.3 If the Bank discovers any security risk, it reserves the right to suspend any or all of the Services temporarily at any time in order to eliminate such risk. The Bank also reserves the right to suspend the Services for maintenance work. The Bank will not have any liability for any loss arising from any such suspension.

9.4 There is no agency, partnership or joint venture relationship between any third party supporting any Service and the Bank, nor does any such third party represent the Bank in any way. The Bank will not have any liability for any loss or damage caused by any action or omission of any such third party.

10. OPERATING TIMES, DEEMED DELIVERY, SUSPENSION AND TERMINATION OF SERVICES, FORCE MAJEURE

- 10.1 Each Service will usually be available for use at the times referred to in the 'Help' page of that Service or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on systems and other circumstances beyond the Bank's control may mean that it is not always possible for a Service to be available during normal operation hours. The Bank shall use reasonable efforts to inform you if any Service is not available.
- 10.2 The Bank may suspend any Service without notice where the Bank considers it necessary or advisable to do so (for example, if there is a suspected breach of security or for routine maintenance).
- 10.3 The Bank shall send each SMS and email message only once.
- 10.4 Call forwarding functions do not forward SMS messages. The Bank shall not be able to send SMS messages to any call-forwarded telephone number.
- 10.5 Email messages or notifications may not be encrypted and may not be secure from corruption by a third party.
- 10.6 Once a notification with regard to a securities trading transaction has been sent through the e-Alert service, there will be no further telephone notification with respect to such transaction.
- 10.7 The Bank will not have any liability for any loss or damage in respect of any delay in performing or failure to perform any of its obligations under any Service which is caused by any circumstance beyond its reasonable control (for example, any failure, malfunction or unavailability of any electronic device, telecommunications, data communications or computer system or service, war, civil unrest, government action, strike, lock-out or other industrial action or trade dispute (whether involving the Bank's employees or those of a third party)). The time for performance by the Bank of any affected obligation shall be extended by a period which is reasonable in the circumstances.

~~11. THIRD PARTY SERVICES FOR YOU~~

~~In relation to the e-Subscription service, the Bank may from time to time make available to you information provided by a third party and, in each such case, you agree and accept~~

that:

~~(a) such information and/or its related services (if any) are provided by such third party under a separate arrangement not involving the Bank and you will be subject to the terms and conditions of such third party;~~

~~(b) while the Bank will take reasonable care in the selection of any information provider, it will not have any liability for any loss or damage in respect of any such information or its suitability, content, accuracy, reliability or completeness or otherwise;~~

~~(c) the Bank will not have any liability for any loss or damage, whether direct or indirect, incidental or subsequent, in respect of the use of or the suspension, disruption or other non-availability of any such information, or for any error or omission or other problem relating thereto; and~~

~~(d) the Bank will not have any liability for any loss or damage in respect of the timeliness, accuracy or completeness of market information provided by any disseminating party or any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, whether or not due to any negligent act of such person, or to any other cause beyond the reasonable control of any such party.~~

12. FEES AND CHARGES

12.1 Charges will be made for certain Services (as determined by the Bank from time to time).

12.2 You will be charged for any chargeable e-Alert sent to you, whether or not you have received such e-Alert (unless the failure to receive such e-Alert is a result of the wilful default or negligence of the Bank). Each chargeable e-Alert will be charged on an individual basis.

12.3 The Bank reserves the right to change the basis of charging from time to time by giving you at least 30 calendar days' notice specifying the charge or new charging basis.

12.4 All fees and charges are exclusive of any fee chargeable by any mobile telephone operator. You should check with you mobile telephone operator as to applicable fees and charges. Roaming charges may be applicable outside Hong Kong.

13. THE BANK'S RIGHT TO MAKE AMENDMENTS

13.1 In connection with each Service, the Bank is entitled at any time to:

- (a) change the mode of operation; or
- (b) add, remove, modify, expand or otherwise change, end or suspend any Service, such change may be made without notice or liability.

13.2 The Bank may change these Conditions at any time by notice to you. The notice will take effect, if the change affects fees, charges or your rights or obligations, and where practicable, after 30 calendar days.

14. SERVICE QUALITY

For the Online Chat service, you acknowledge that the Bank shall have the right to review each message log between you and the Bank's staff in order to assess and improve the quality of the Online Chat service.

15. INDEMNITIES

In relation to the Services, in addition to condition 13 of Part 1 of the Conditions, you shall indemnify the Bank against all losses or damages suffered as a result of your non-compliance with the provisions of these Conditions.

16. TERMINATION

16.1 You can terminate the e-Alert service ~~and e-Subscription service~~ at any time through the Bank's internet banking webpage or such other means as determined by the Bank from time to time. Termination will be effective within 3 business days.

16.2 Termination of the e-Alert service ~~and/or the e-Subscription service~~ shall not affect the rights and remedies of either party accrued prior to the date of such termination nor shall it affect any provision of these Conditions.

16.3 Any outstanding charges will be deducted by the Bank from your account(s) after the date of termination.

17. SEVERABILITY

The invalidity, illegality or unenforceability of one or more clauses of these Conditions shall not affect the validity of the remaining clauses of these Conditions.

18. MISCELLANEOUS

18.1 These Conditions together with the Conditions for Services constitute the entire agreement between the parties concerning each Service, and supersede all previous agreements, communications, representations and discussions between you and the Bank relating to each Service. Neither party shall have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of any Service, except in the case of fraud.

18.2 You must notify the Bank of any change in any relevant particulars (for example, mobile phone telephone number(s) and email address(es)).

18.3 Whilst the Bank have exercised reasonable care in ensuring the consistency of the English and Chinese versions of these Conditions, in the case of discrepancies between the English and Chinese versions of these Conditions, the English version shall prevail.

19. INVESTMENT RISK DISCLOSURE

Investment involves risks. Before making any investment decisions, you should consider your own financial situation, investment objectives and experiences, risk acceptance and ability to understand the nature and risks of the relevant product. For the nature and risk disclosures of individual investment products, you should read carefully the relevant offering documents for details. You should seek advice from independent financial adviser.