

**Notice of Adjustment of**  
**e-Cheque / e-Cashiers' Order Service**

Please be advised that, from 21 May 2023 ("Effective Date") onwards, Nanyang Commercial Bank, Limited ("the Bank") will adjust e-Cheque / e-Cashiers' Order service for Personal Internet Banking, Personal Mobile Banking and Corporate Internet Banking as below:

<b>Relevant e-Cheque/ e-Cashiers' Order function</b>		<b>Service Adjustment</b>
Issuance function		Obsolete (e-Cheque / e-Cashiers' Order issued before the Effective Date will be valid for 6 months from the date of issuance)
Deposit function		Customers should use the e-Cheque Drop Box provided by HKICL
Pre-set Instruction	Issuance	Obsolete (may still issue according to the pre-set date for the pre-set instruction before the Effective Date)
	Deposit	Obsolete (may still deposit according to the pre-set date for the pre-set instruction before the Effective Date)
Status enquiry		Remains effective
Stop service		Remains effective

Please be informed that the Bank's "Conditions for Services" and "General Banking Services Charges" have been amended and will be effective from 21 May 2023. Please find attached table 1 and table 2 for details of the amendments, and the "Frequently-Asked Questions (FAQ)".



Please note that the amendments shall be binding on you if you continue to maintain your account(s) with the Bank or use any of our banking, financial or other services on or after the Effective Date. If you do not accept these amendments, the Bank may not be able to continue to provide our service(s) to you.

For enquiries/feedback, please contact our staff or call our Customer Service Hotline at (852) 2622 2633. Sorry for the inconvenience caused.

Customers may download the current "Conditions for Services" at the Bank's website ("Personal Banking" / "Corporate Banking" > "Other Services" > "Conditions and Rules for Services and other Information") on or before 20 May 2023. Only the revised "Conditions for Services" (incorporating the said amendments as aforementioned) can be downloaded after 21 May 2023. You may download this Notice at the Bank's website ("About us" > "Notice") on or before 1 October 2023. You may not be able to review or download the current "Conditions for Services" and the related Notice after the relevant date. Shall there be any discrepancies between the Chinese and English version of this Notice, the English version prevails.

**Nanyang Commercial Bank, Limited**

**Table 1 - Amendments to the "Conditions for Services"**
**Part 2 : Banking services 4.13. e-Cheques Services**

Clause No.	Amendments / Delete Details (Amendments are shown in underline to indicate addition and strikethrough to indicate deletion):
4.10	You will return all unused paper cheques to us on closing your account. Upon closure of your account, any standing instruction in respect of e-Cheque <del>issuance from or</del> deposit into such account will be automatically lapsed.
4.13(a)(ii)	<del>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 us.</del> "e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by us to customers from time to time for <del>issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively,</del> and "e-Cheques Services" means collectively the <del>e-Cheques Issuance Services and the e-Cheques Deposit Services.</del> "you" means each customer to whom we provide e-Cheques <u>Deposit Services</u> and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.
4.13(b)	Nature and scope of e-Cheques <u>Deposit Services</u>
4.13(b)(i)	We may provide e-Cheques <u>Deposit Services</u> at our discretion. If we provide e-Cheques <u>Deposit Services</u> to you, you may <del>issue e-Cheques and</del> deposit e-Cheques. In order to use the e-Cheques <u>Deposit Services</u> , you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
4.13(b)(ii)	Delete in entirety
4.13(b)(iii)	Amended as 4.13(b)(ii) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the Drop Box Service offered by the Clearing House or using <del>our</del> <u>Deposit Channels</u> , in accordance with Condition 4.13 <del>(d)</del> <u>(c)</u> below.
4.13(b)(iv)	Delete in entirety
4.13(b)(v)(B)	Delete in entirety
4.13(b)(v)	Amended as 4.13(b)(iii) We have the right to set or vary from time to time the conditions for using the e-Cheques <u>Deposit Services</u> . These conditions may include the following (or any of them): (A) the service hours of the e-Cheques Deposit Services (including cut-off times for <del>issuing, countermanding or</del> presenting e-Cheques); and (B) any fees and charges payable by you for the e-Cheques <u>Deposit Services</u> .
4.13(c)	Delete in entirety
4.13(d)	Amended as 4.13(c)
4.13(d)(i)	The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the Drop Box Service provided by the Clearing House <del>or using our Deposit Channels</del> .
4.13(d)(iii)	<del>Our</del> <u>Deposit Channels</u> (A) We may specify or vary from time to time without notice (i) the

Clause No.	<b>Amendments / Delete Details</b> <b>(Amendments are shown in underline to indicate addition and strikethrough to indicate deletion):</b>
	available Deposit Channels; and (ii) the terms governing the use of any Deposit Channel. (B) You are responsible for the presentment of all e-Cheques by you or any other person via your Payee Bank Account by using <del>our</del> <u>the</u> Deposit Channels.
4.13(e)	Amended as 4.13(d)
4.13(e)(i)	You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques <del>drawn by you or payable to you. Accordingly, we are entitled to pay and collect e-Cheques for you 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:</del> <del>(A) pay any e-Cheque drawn by you on us upon presentment of that e-Cheque to us in accordance with the Industry Rules and Procedures; and</del> <del>(B) We may</del> collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.
4.13(e)(ii)(A)	we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques <u>Deposit Services</u> or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by you or presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
4.13(e)(ii)(B)(2)	your failure to comply with your obligations relating to the e-Cheques <u>Deposit Services</u> , <del>including your obligation to safeguard against issuance of e-Cheques by unauthorized persons;</del>
4.13(e)(ii)(B)(3)	presentment of any e-Cheque <del>issued by you or payable to you</del> in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; <del>and</del>
4.13(e)(ii)(B)(4)	any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques <u>Deposit Services</u> , caused by or attributed to any circumstance beyond our reasonable control; and
4.13(e)(iii)	Your confirmation and indemnity (A) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques <u>Deposit Services</u> and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for <del>issuing and depositing</del> e-Cheques. (B) Without reducing the effect of any indemnity given by you under other provisions of these Conditions or any other rights or remedies that we may have, you will indemnify us and our 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques <u>Deposit Services</u> or your use of the e-Cheques <u>Deposit Services</u> .

Clause No.	<b>Amendments / Delete Details</b> <b>(Amendments are shown in underline to indicate addition and strikethrough to indicate deletion):</b>
	(D)The above indemnity shall continue to have effect after the termination of the e-Cheques <u>Deposit</u> Services.

**Table 2 - Amendments to the "General Banking Services Charges"**

Type of Services	Charges/Details	Details of Amendments
CASHIER'S ORDER	Issuance of an e-Cashier's Order (HKD / USD / RMB)	Delete the issuance of an e-Cashier's Order fee of HKD50.00/ USD6.00/ CNY40.00

## **Adjustment of e-Cheque / e-Cashiers' Order Service - Frequently-Asked Questions (FAQ)**

1. Q: Why is there an adjustment of e-Cheque / e-Cashiers' Order service?

A: This is because the Bank is undergoing core system enhancement, hence there is a need for adjustment of e-Cheque / e-Cashiers' Order service.

2. Q: What is the scope of service being affected?

A: From the effective date, the e-Cheque / e-Cashiers' Order issuance, deposit and pre-set instruction service of Personal Internet Banking, Personal Mobile Banking and Corporate Internet Banking of customers will be affected. e-Cheque / e-Cashiers' Order issuance service will be terminated after the effective date, please refer to Q5. For e-Cheque / e-Cashiers' Order deposit service after the adjustment, please refer to Q8. For notice about e-Cheque / e-Cashiers' Order pre-set instruction service after the adjustment, please refer to Q9 and Q10.

3. Q: What type of customers may be affected?

A: Customers with Personal Internet Banking, Personal Mobile Banking and Corporate Internet Banking may be affected.

4. Q: When will the adjustment of e-Cheque / e-Cashiers' Order service be effective?

A: The adjustment of e-Cheque / e-Cashiers' Order service will be effective on 21<sup>st</sup> May 2023.

5. Q: Can I issue e-Cheque / e-Cashiers' Order after the effective date?

A: No, customers cannot issue e-Cheque / e-Cashiers' Order at Personal Internet Banking, Personal Mobile Banking and Corporate Internet Banking on or after 21<sup>st</sup> May 2023. e-Cheque / e-Cashiers' Order issued before 21<sup>st</sup> May 2023 will still be effective and will have 6-month period of honoring the e-Cheque / e-Cashiers' Order.

6. Q: What is the validity period for issued e-Cheque / e-Cashiers' Order?

A: The validity period for issued e-Cheque / e-Cashiers' Order is 6 months meaning that the payee can honor the issued e-Cheque / e-Cashiers' Order within 6 months.

7. Q: In addition to issuing e-Cheque / e-Cashiers' Order, what other methods / channels can payment be made to third party?

A: Customers may use FPS, CHATS or paper cheque etc. for payment to third party.

8. Q: I receive an e-Cheque issued by others, can I still deposit to the account of Nanyang Commercial Bank?

A: Yes, customers may access e-Cheque deposit service website <http://www.echeque.hkicl.com.hk> or mobile app through the platform of HKICL and deposit e-Cheque to the account of Nanyang Commercial Bank.

9. Q: If, before the effective date, I pre-set to issue e-Cheque at a date after the effective date, can it still execute according to the setting?

A: Yes, pre-set instruction of e-Cheque / e-Cashiers' Order issuance successfully made before the effective date can still be executed after the effective date.

10. Q: If, before the effective date, I pre-set to deposit e-Cheque at a date after the effective date, can it still execute according to the setting?

A: Yes, pre-set instruction of e-Cheque / e-Cashiers' Order deposit successfully made before the effective date can still be executed after the effective date.

11. Q: If I want to make status enquiry or stop e-Cheque / e-Cashiers' Order service, will it be affected?

A: Status enquiry and stop service for e-Cheque / e-Cashiers' Order will remain unchanged and will not be affected.