

## **INTERNET BANKING SERVICES TERMS AND CONDITIONS**

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE INTERNET BANKING SERVICES. BY REGISTERING TO USE THE SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS.

### **1. Services**

- a. First Commercial Bank, London Branch (the "Bank" which expression shall, where the context allows or requires, include its successors and assigns) shall provide subject to these Terms and Conditions Internet Banking services and facility from time to time (the "Services") through any Internet site established, operated and/or maintained by or on behalf of the Bank ("Internet Site") to enable customers (each a "Customer") to give instructions to and communicate with the Bank on-line for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the First Commercial Bank.
- b. The Services are offered only in jurisdictions where and when they may be lawfully offered. The Services and information relating to the Services are not intended for access or use by persons in other jurisdictions. Persons accessing these pages must be aware of and observe any applicable restrictions.
- c. As part of the Services, the Bank may make available via any Internet Site financial material, market or other information and data ("Information") supplied by any person (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ("Reports").
- d. The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation :
  - i. expanding, modifying or reducing the Services at any time;
  - ii. imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Services;
  - iii. prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of

various markets operating in different time-zones details of which are available by contacting the Bank; and

- iv. suspending the currencies exchange service when the foreign exchange market is exceptionally volatile at the Bank's absolute discretion.
- e. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.

## **2. Governing Terms and Conditions**

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the First Commercial Bank as shall be made available from time to time. Transactions and dealings effected by using the Services are subject to these Terms and Conditions and the Bank's Important Message to Readers and Internet Privacy Policy Statement. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

## **3. Use of the Services**

- a. In the case of a personal Customer, the Services are for his sole and exclusive use. In the case of a non-personal Customer, the Customer shall nominate, according to such procedures as the Bank may prescribe, one or more individual(s) as shall be permitted by the Bank (including, where the Customer is a sole-proprietorship, the sole proprietor) to use the Services (the "Authorized Internet Banking User") and the Services shall be used by the Authorized Internet Banking User and not any other person.
- b. To access the Services for the first time, the Customer and/or the Authorized Internet Banking User are required to register on-line or in such other manner as the Bank may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying the Customer and/or the Authorized Internet Banking User.
- c. By registering to use the Services, the Customer and the Authorized Internet Banking User warrant that all information provided by them to the Bank in relation to the Services is true, complete and up-to-date.
- d. The Customer and, where applicable, the Authorized Internet Banking User shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer and, where applicable, the Authorized Internet Banking User shall notify the Bank as soon as practicable if they become aware of such use.

- e. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an on-line inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer and, where applicable, the Authorized Internet Banking User upon their acceptance irrespective of any different rate, price or information quoted by the Bank.
- f. The Customer and, where applicable, the Authorized Internet Banking User acknowledge that there may be a time lag in transmission of instructions, information or communication via the Internet.

#### **4. User Name and Password**

- a. The Customer or, in the case of a non-personal Customer, the Authorized Internet Banking User shall follow the guidance provided by the Bank on-line or otherwise in designating the user identification code (the "User Name") and the password (the "Password") for identifying him for the purposes of the Services.
- b. The Customer or, in the case of a non-personal Customer, the Authorized Internet Banking User may change the Password at any time but any change shall be effective only if accepted by the Bank. The User Name cannot be changed unless with the agreement of the Bank.
- c. The Customer and, where applicable, the Authorized Internet Banking User shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall the Customer or the Authorized Internet Banking User disclose the User Name and/or the Password to any other person.
- d. The Customer and, where applicable, the Authorized Internet Banking User shall be fully responsible for any accidental or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorized persons or for unauthorized purposes. If the unauthorized use of the User Name or Password is due to the Customer's or, where applicable, the Authorized Internet Banking User's gross negligence or fraud, the Customer will be liable for all directly resulting losses.
- e. Upon notice or suspicion of the User Name and/or the Password being disclosed to any unauthorized person or any unauthorized use of the Services being made, the Customer (or, in the case of a non-personal Customer, the Customer or the Authorized Internet Banking User) shall notify the Bank in person as soon as practicable or by telephone or in such other

manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer and, where applicable, the Authorized Internet Banking User shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorized purposes. The Bank may require the Customer to use his or her best endeavours to assist in the recovery of any loss resulting from the unauthorized use of the User Name and Passwords.

- f. The Customer (or any Authorised Internet Banking User) must take steps to cease connection to the Service when leaving the computer terminal unattended.

## **5. Instructions**

- a. The Customer or, in the case of a non-personal Customer, the Authorized Internet Banking User is required to quote the User Name and the Password in order to log-on to the Services and give instructions to the Bank on-line. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- b. In the case of a non-personal Customer, the liabilities and obligations of the Customer and the Authorized Internet Banking User under these Terms and Conditions are joint and several and all transactions effected by the Bank pursuant to instructions received by the Bank shall be binding on the Customer and the Authorized Internet Banking User in all respects. The Customer and the Authorized Internet Banking User irrevocably authorize the Bank to effect debits and credits with the relevant accounts in accordance with instructions. The Customer and the Authorized Internet Banking User shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Account for the purpose of any instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Customer or the Authorized Internet Banking User and the Customer and the Authorized Internet Banking User shall be fully responsible for any overdraft, advance or debit created as a result.
- c. Any instruction given by quoting the User Name and the Password, once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the First Commercial Bank. All such instructions given, as understood and acted on by the Bank or the relevant member of the First Commercial Bank in good faith, shall be irrevocable and binding on the Customer and, where applicable, the Authorized Internet Banking User whether given by the Customer or the Authorized Internet Banking User or

by any other person purporting to be the Customer or the Authorized Internet Banking User. The Bank and the relevant member of the First Commercial Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.

- d. The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- e. Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Customer and, where applicable, the Authorized Internet Banking User immediately after transmission and it is the duty of the Customer and, where applicable, the Authorized Internet Banking User to check such advice or confirmation. It is also the duty of the Customer and, where applicable, the Authorized Internet Banking User to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.
- f. Information relating to any account or transaction made available on the Internet Site(s) are for reference only. The Bank's records of such account and transaction and any use of the Services shall be conclusive unless and until the contrary is established.
- g. The Bank shall be entitled to effect any payment and to require the Customer and, where applicable, the Authorized Internet Banking User to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer and the Authorized Internet Banking User.
- h. The Bank reserve the right to refuse any instruction if it has a good reason for suspecting that the Customer did not give the instructions or the instructions were not clear or the Bank believes that by carrying out the instruction, it might damage its reputation, violate the law, regulation, code or other duty that applies to it. The Bank may also suspend the internet banking service for maintenance or other related reasons.
- i. The Bank may apply financial and other limits to the Customer's instructions from time to time. The Bank may vary these limits at any time with immediate effect and, wherever possible, notify the Customer as soon as possible.
- j. The Customer is responsible for any incorrect instructions or mistakenly instructs the Bank to make the same payment more than once.

- k. If the Bank has to make an international payment through another paying bank, it will give the Customer an indication of the estimated date on which the payment should be received by that bank according to its experiences. However, this does not mean that the payment will be received on the same day, as it will depend on the banking practice of the country concerned. The Customer is responsible for any risks caused.
- l. The Customer must comply with all instructions or recommendations issued by the Bank about internet banking security and install whenever possible up to date anti-virus and anti-spyware software, firewall and security patches.

## 6. **Fees**

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify. The Customer may be responsible for and shall discharge any other taxes or costs that are not paid through the Bank or imposed by the Bank in connection with the bank account.

## 7. **Customer's Acknowledgements, Undertakings and Responsibilities**

- a. The Customer acknowledges that he or she has the consent of the others when provide personal and financial details (for example, joint account holders or dependents) for the purpose of opening or administering the bank account. The Customer and, where applicable, the Authorized Internet Banking User shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services.
- b. The Bank will use the Customer's information to manage the bank account(s), for assessment and analysis (including credit scoring, market and product analysis) to improve its service, prevent fraud, money laundering and other crime, carry out regulatory checks and meet its obligations to any relevant regulatory authority. The Bank may contact the Customer about products and services (including those of others) which may be of interest to the Customer. The Customer may inform the Bank at any time if he or she does not wish to receive marketing communications from the Bank or other member of the Bank in writing and providing his or her full name, address and account details.
- c. The Customer and, where applicable, the Authorized Internet Banking User authorize the Bank to disclose and transfer information relating to the Customer, the Authorized Internet Banking User, their respective accounts and/or the transactions executed by the Bank on behalf of the Customer and/or the Authorized Internet Banking User to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by any law,

rules or regulations of any competent jurisdiction in which the Bank executes such transactions or any exchange, government or regulatory authority in such jurisdiction.

- d. The Customer and, where applicable, the Authorized Internet Banking User shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.
- e. The Customer and, where applicable, the Authorized Internet Banking User acknowledge that it is their responsibility to determine independently market prices and rates for trading purposes through their usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect them under all applicable laws.
- f. In addition to the other provisions in this Clause 7, in the case of a non-personal Customer : -
  - i. The Customer and the Authorized Internet Banking User shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services and the performance, exercise and preservation of its obligations, powers and rights under these Terms and Conditions.
  - ii. The Customer acknowledges that, subject to any daily limits or other restrictions which may be imposed by the Customer and/or the Bank in using the Services, the Authorized Internet Banking User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). The Customer authorizes the Bank to carry out all instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any instructions.
  - iii. It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorized Internet Banking User and the Designated Accounts, and to adopt proper safeguards against the Services being used by unauthorized persons or for unauthorized purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Authorized Internet Banking User may debit, withdraw or transfer from the Designated Accounts.

- iv. By designating any Designated Account, the Customer authorizes the Authorized Internet Banking User to operate singly such account by using the Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this Clause 7(f) (IV).
- v. The Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to authorize acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Customer further warrants that such acceptance; performance and use shall not contravene or conflict with any provision of its constitutional documents.

#### **8. Intellectual Property, Information and Information Providers**

- a. The Customer and, where applicable, the Authorized Internet Banking User acknowledge and agree that the Services, the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.
- b. Unless expressly permitted by these Terms and Conditions, the Customer and, where applicable, the Authorized Internet Banking User shall not, and shall not attempt to : -
  - i. sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
  - ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
  - iii. incorporate or combine the Confidential Information with any other program.
- c. The restrictions on disclosure shall not apply to any Confidential Information : -
  - i. where its disclosure is compelled by law but only to the extent required by law; or



- ii. where a written notice of the requirement has been given and disclosed by the Customer or the Authorized Internet Banking User to the Bank; or
  - iii. where the Bank has expressly agreed in writing to its disclosure.
- d. The Customer and, where applicable, the Authorized Internet Banking User agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Services, the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer or the Authorized Internet Banking User. The Customer and, where applicable, the Authorized Internet Banking User shall not make any representation or do any act which may be taken to indicate that the Customer or the Authorized Internet Banking User has any such right, title or interest.
- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer and, where applicable, the Authorized Internet Banking User on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by the Customer and the Authorized Internet Banking User.
- f. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer and, where applicable, the Authorized Internet Banking User.
- g. Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer, the Authorized Internet Banking User or any other person.
- h. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank neither endorses or expresses any comment on any Information supplied by any Information Provider nor assumes any duty to check or verify any Information.
- i. No warranty, representation or guarantee of any kind relating to the Services, the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorized to give any such warranty, representation or guarantee.

- j. Processing of the data for the Services is outsourced to the Information Technology Centre of First Commercial Bank in Taiwan. The Bank will ensure that the Information Technology Centre has adequate security procedures in place to comply with regulations concerning customer data secrecy and to safe guard the confidentiality and integrity of customer data.

## **9. Liabilities of the Bank**

- a. The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- b. None of the Bank, any member of the First Commercial Bank or any Information Provider warrants or represents that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer and, where applicable, the Authorized Internet Banking User.
- c. Unless Clause 10(b) applies or due to the gross negligence or willful default of the Bank, any member of the First Commercial Bank or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the First Commercial Bank assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with : -
  - i. use of the Services and/or access to any information as a result of such use by the Customer (or, in the case of a non-personal Customer, the Authorized Internet Banking User) or any other person whether or not authorized;
  - ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
  - iii. transmission and/or storage of any information and/or data relating to the Customer, the Authorized Internet Banking User, the Services and/or transactions or dealings conducted by the Customer and/or the Authorized Internet Banking User pursuant to the Services through or in

any system, equipment or instrument of any communication network provider.

- d. In no event shall the Bank, any member of the First Commercial Bank or any Information Provider be liable to the Customer, the Authorized Internet Banking User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.
- e. The Bank shall not be liable for any errors or delay or failure to follow the Customer's instructions if this is due to anything beyond its control, for example, industrial action, fire, flood explosion, government act, terrorism, the failure directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link.

#### **10. Liabilities of the Customer**

- a. Unless Clause 10(b) applies, the Customer and, where applicable, the Authorized Internet Banking User shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any Information or Report or any other information as a result of such use by the Customer, the Authorized Internet Banking User or any other person whether or not authorized.
- b. Subject to Clause 4(e) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer and, where applicable, the Authorized Internet Banking User, the Customer and the Authorized Internet Banking User shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Services as a result of : -
  - i. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9(a);
  - ii. a human or system error of the Bank; or
  - iii. a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.
- c. The Customer shall, and in the case of a non-personal Customer the Customer and the Authorized Internet Banking User shall jointly and severally, indemnify the Bank, any member of the First Commercial Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful default of the

Bank, any member of the First Commercial Bank, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

- d. If the Customer breaks any of the terms and conditions, the Bank shall be entitled to claim from the Customer any losses or costs incurred as a result of the breach. These include, but are not limited to, the costs of tracing the Customer, communicating with the Customer regarding the breach and enforcement. This is in addition to any amount that the Customer may be owed to the Bank or any fees for the services that the Customer has not paid.

#### **11. Variation and Termination**

- a. The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Services or their use by the Customer and, where applicable, the Authorized Internet Banking User.
- b. The Customer may terminate the use of the Services at any time by giving to the Bank not less than five working days' prior written notice.
- c. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(b), 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Customer and, where applicable, the Authorized Internet Banking User shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

#### **12. Set-off and Lien**

- a. The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Customer and, where applicable, any account of the Authorized Internet Banking User, whether in the name of the Customer or the Authorized Internet Banking User or in the names of the Customer or the Authorized Internet Banking User and any other person, in or towards satisfaction of any indebtedness owed by the Customer or the Authorized Internet Banking User to the Bank under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or the Authorized Internet Banking User or by the Customer or the Authorized Internet Banking User and any other person.
- b. The Bank shall be entitled to exercise a lien over all property of the Customer and, where applicable, the Authorized Internet Banking User which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to sell such property to satisfy such indebtedness owed by the Customer or the Authorized Internet Banking User to the Bank.

#### **13. Amendments**

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer and, where applicable the Customer has appointed Authorized Internet Banking User, to the Customer and/or, the Authorized Internet Banking User, the notice of which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer and, where applicable, the Authorized Internet Banking User if they continue to maintain or use the Services on or after the effective date of variation. Where the a non-personal Customer is requested by the Bank to confirm acceptance of any revision and/or addition to these Terms and Conditions, the Bank is authorized and instructed by the Customer to accept the confirmation given by the Authorized Internet Banking User on behalf of the Customer and the Customer shall be bound accordingly.

#### **14. Communication**

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.
- b. Communications delivered personally, sent by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in the United Kingdom and seven days after posting if such address is outside the United Kingdom or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.
- c. The Bank will continue sending information or communicate with the Customer at the last known address or contact details given to the Bank. The Bank will not be responsible for any loss due to the fact that the Customer fails to inform the Bank promptly of a change to his or her contact details.

#### **15. Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### **16. Waiver**

No act, delay or omission by the Bank shall affect its rights, powers and remedies

under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

#### **17. REMITTANCE**

- a. To the extent permitted by law, we are not liable to any delay or failure in executing remittance instructions for you. No undertaking or warranty is given as to when Correspondent Agent will pay the remitted amount to the beneficiary under a remittance. Further, we accept no liability for any delay in or failure for paying the sum remitted to the beneficiary by our correspondent bank(s).
- b. Unless otherwise agreed between you and us in writing, a remittance will be made in the currency of the country to which the remittance sum is to be remitted. A reasonable charge will be deducted from the remitted sum by Correspondent Agent prior to making payment to the beneficiary.

#### **18. Miscellaneous**

- a. Where the Designated Account in question is a joint account, references in these Terms and Conditions to "Customer" shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services. If one account holder on a joint account dies the survivor(s) may withdraw any account balance.
- b. In these Terms and Conditions : -
  - i. references to a "Personal Customer" mean a private individual who maintains an account with, or receives other services from, the Bank in his personal capacity;
  - ii. references to a "Non-personal Customer" mean a Customer other than a personal Customer and include a sole proprietorship, a partnership, a corporation, a statutory body or authority;
  - iii. references to a "Customer", in the case of a sole proprietorship, mean the sole proprietor and, in the case of a partnership, mean each of the present and future partners of the partnership; and include in the case of a corporation, its lawful successor and, in the other cases, any personal representative or lawful successor of the personal Customer, the sole proprietor or each partner of the partnership;
  - iv. references to a "Transaction" mean any transfer, withdrawal, deposit, transaction, dealing or act effected by the Bank pursuant to or as a result of an instruction given to the Bank by the Customer or, in the case of a non-personal Customer, by the Authorized Internet Banking User (whether for himself or on behalf of the Customer);

- v. references to a "Designated Account", means all accounts registered and/or accessible under the Services and in the case of a non-personal Customer, include any account (whether in the name of the Customer or the Authorized Internet Banking User);
  - vi. references to "Person" include an individual, firm, company, corporation and an unincorporated body of persons.
- c. The Bank may appoint any person as its agent (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Customer and, where applicable, the Authorized Internet Banking User to the Bank and the Customer and the Authorized Internet Banking User shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
- d. The Customer and, where applicable, the Authorized Internet Banking User acknowledge and agree that all personal data relating to them may be used and disclosed for such purposes and to such persons in accordance with the Bank's general policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions.

#### **19. Governing Law and Jurisdiction**

- a. The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.
- b. Each of the Bank, the Customer and, where applicable, the Authorized Internet Banking User submits to the non-exclusive jurisdiction of the courts of England and Wales but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction

#### **20. Governing Version**

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and its translation in the Chinese language.