



# J. Safra Sarasin

## Conditions for the use of E-Services

These (i) “**Conditions for the use of E-Services**”, together with (ii) the “**Application & Agreement for the use of E-Services**” (the “**Agreement for the Use of E-Services**”), (iii) the “**Account Application and other Account Opening Documents**” (the “**Account Terms and Conditions**”), and (iv) any other applicable Account Document (as defined in the Account Terms and Conditions) ((i) to (iv) shall collectively be referred to as the “**Conditions**”) represent an agreement between a client with one or more account(s) with the Bank (the “**Client**”<sup>1</sup>), and the relevant Bank J. Safra Sarasin Ltd branch with which the Client’s account is opened and maintained (the “**Bank**”), governing the Client’s use of and access to E-Services (as defined in clause 1.1 below). For the avoidance of doubt, any reference in this agreement to the “**Agreement for the Use of E-Services**” includes these Conditions for the use of E-Services as incorporated thereunder. For the purposes of the Conditions, the Authorised Representative (as defined in clause 2.1 below) (the Client and/or the Authorised Representative, each or together jointly referred to as an “**Authorised User**” where the context permits) is authorised to use the E-Services system on behalf of the Client. The access authorisation of the Authorised User is detailed in the “**Agreement for the use of E-Services**”.

The use of E-Services is also subject to the Account Terms and Conditions and, including without limitation, where relevant, the terms of business where your account is managed (the “**Terms of Business**”). If there is any conflict or inconsistency between the terms of the Conditions for the use of E-Services set out herein and the Account Terms and Conditions, the Terms of Business, and insofar as the provision of E-Services is concerned (including without limitation the use of PushTAN), the terms of these Conditions for the use of E-Services in respect of E-Services will prevail. Unless otherwise defined in these Conditions for the use of E-Services or where the context otherwise requires, terms defined and references construed in the Bank’s Conditions (as defined above), as amended, supplemented or restated from time to time shall have the same meanings in these Conditions for the use of E-Services.

By downloading, installing, accessing and/or using E-Services, the Authorised User agrees to the Conditions and acknowledges them to be binding on the Authorised User. The Client bears complete and sole responsibility to ensure that any Authorised User appointed by him complies fully with the obligations specified herein.

### 1. Services offered

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- 1.1 The term “**E-Services**” refers to the e-banking services (including internet banking and mobile banking) provided by the Bank to its Clients. These E-Services may include basic services (such as account or portfolio overviews and movements, account and deposit account overviews and movements, financial market information (time delayed), performance data, asset allocation, access to bank documents or electronic delivery of bank documents, notifications and the use of BJSS Web Meeting) as well as payment transactions (for the avoidance of doubt, this shall include without limitation the giving of payment instructions to the Bank and the confirmation of such payment instructions by the Bank), and transactions in financial instruments (which may include units in collective investment schemes (including exchange-traded funds and collective investment schemes whether registered in Hong Kong or otherwise), bonds and shares as the case may be at the relevant time) (for the avoidance of doubt, this shall include without limitation the giving of instructions in connection with transactions in financial instruments to the Bank and the confirmation of such instructions by the Bank). The Bank reserves the right to adjust or amend its service offerings at any time without prior notice.
- 1.2 The current service offering and fee schedule for E-Services, as well as the applicable Conditions for the use of E-Services, together with any additions and amendments thereto, may be notified via the Bank’s website or in an alternative form to the Authorised User. In addition, a Client can contact his client relationship manager for any additional information or with any questions.

### 2. Access to E-Services

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- 2.1. Prior to using E-Services, the Client is required to set up a user account through such means as may be offered by the Bank from time to time. The Client acknowledges and agrees that he is responsible for maintaining the confidentiality, safekeeping and security of his account information, and the Client shall notify the Bank immediately of any unauthorised use of such account information.

The Client may grant a person (an “**Authorised Representative**”), including an external asset manager, access to his user account and E-Services by submitting the relevant application form to the Bank, as provided in clause 15.1 below. Any such Authorised Representative’s E-Services access remains in place until and unless the aforementioned authorisation is expressly revoked in writing or terminated under applicable law and the Bank has received at least 3 working days’ notice of such revocation, the authorisation is otherwise revoked by

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<sup>1</sup> To facilitate readability, the masculine form is used for both and neuter genders. To the extent justified by the context, the singular form includes the plural and vice versa.



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operation of law, or the Agreement for the Use of E-Services or the Account Terms and Conditions is terminated. The Client and all Authorised Representatives granted access to E-Services in this manner shall each or together jointly be referred to as an "Authorised User" where the context permits.

Without prejudice to the foregoing and Clause 2.9 below, the Client shall be solely liable and responsible for, and shall indemnify the Bank against, all losses caused by any activity, instructions, omissions, mistakes, lack of clarity, negligence, failure or otherwise, by the Authorised Representative with respect to any transactions in connection with the Client's accounts or matters conducted by the Authorised Representative conducted using his account information, unless the Client has notified the Bank in writing of the closure or misuse of his user account and the Bank has received such notification and has had reasonable time to act on such notification.

- 2.2 Technical access by Authorised Users to E-Services is via the Internet (including via mobile end devices such as mobile phones or tablets) through an Internet service provider selected by the Authorised User and special browser software that the Authorised User acquires independently from third parties and/or the Bank's mobile end device application (as the case may be). Access to E-Services and the services contained therein shall only be granted once the Authorised User has correctly authenticated himself via one of the available authentication procedures.
- 2.3 Access to E-Services is generally protected by four security levels via user authentication, either by SMS log-in, or with a physical token (e.g. ActivCard) or with a digital token (e.g. PushTAN). To access the Bank's E-Services, the Authorised User must identify himself by entering the following:
- a) Access by SMS log-in:
    - user ID assigned by the Bank to the Authorised User (1<sup>st</sup> security level);
    - password assigned by the Bank to the Authorised User (2<sup>nd</sup> security level);
    - PIN code of the mobile end device of the Authorised User (if enabled) (3<sup>rd</sup> security level); and
    - transaction number (log-in) generated by the E-Services system and sent to the mobile end device of the Authorised User by SMS (4<sup>th</sup> security level);
  - b) Access with a physical token (e.g. ActivCard):
    - user ID assigned by the Bank to the Authorised User (1<sup>st</sup> security level);
    - password assigned by the Bank to the Authorised User (2<sup>nd</sup> security level);
    - PIN code on the token (3<sup>rd</sup> security level); and
    - token transaction number regenerated by the token every minute (4<sup>th</sup> security level); or
  - c) Access with PushTAN:
    - user ID assigned by the Bank to the Authorised User (1<sup>st</sup> security level);
    - password assigned by the Bank to the Authorised User (2<sup>nd</sup> security level);
    - PIN code or biometric ID on PushTAN (3<sup>rd</sup> security level); and
    - Transaction authentication number (TAN) generated by the E-Services system and sent to the mobile end device of the Authorised User by PushTAN (4<sup>th</sup> security level).

For mobile end device applications, the authentication procedures to access E-Services may vary. Furthermore, the Bank has full discretion at any time to add additional authentication procedures for access to E-Services or change or cancel existing authentication procedures. The Bank specifically reserves the right to switch the authentication procedure for Authorised Users with tokens (physical or digital) to SMS log-in and vice-versa. Any changes to the authentication procedures shall be communicated to the Authorised User in an appropriate manner, selected by the Bank at its discretion. For authentication procedures which use biometric data for identification, the Authorised User acknowledges that the processing of such biometric data will be entirely done by the mobile end device and that the Bank will not gain access to nor process such biometric data.

- 2.4 The Authorised User is required to change the password issued by the Bank immediately upon receipt and subsequently to change his password on a regular basis.
- 2.5 Any person identifying himself correctly as described in clause 2.3 above (user authentication) shall be regarded as an Authorised User and is entitled to use the Bank's E-Services. Consequently, the Bank may then allow the Authorised User to access the services as defined by the Client for each Authorised User. The Bank shall not be required to carry out any further enquiry or verification of the Authorised User's entitlement or authorisation, and/or the relationship between the Client and an Authorised User, regardless of any different commercial register entries, publications or arrangements made in other Bank documents. Once the relevant application form has been submitted and accepted by the Bank, granting access to E-services to an Authorised User, the Bank shall be entitled to assume that any such Authorised User has been duly authorised by the Client, and the Bank shall not be under any obligation to enquire, check or verify the relationship between the Client and any such Authorised User. However, the Bank reserves the right (in its sole and absolute discretion) to require the additional electronic approval(s) of any Authorised User (including without limitation the Client) for certain services such as in respect of payment transactions as provided at clause 4 below.



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- 2.6 The Bank shall be entitled at any time at its sole and absolute discretion, and without giving a reason, to refuse to provide any information or document, and/or to refuse to request for any confirmation by the Client or Authorised User (if different from the Client) of, amongst others, payment or financial instrument instructions), and/or to refuse to accept or execute instructions, confirmations, orders and messages submitted through E-Services, and to require that the Authorised User and/or the Client submit the instructions, confirmations, orders or communications to the Bank in any other manner the Bank may deem fit in its absolute discretion (including without limitation by an original signed instruction or in person).
- 2.7 Without prejudice to Clause 2.9 below, the Client unconditionally accepts and shall be bound by all transactions booked to the accounts specified in the relevant Agreement(s) for the use of E-Services, provided that they have been executed with the authentication features of an Authorised User. This applies even if any such transactions are effected via the improper use of an Authorised User's authentication features. Likewise, all instructions, orders and messages received by the Bank through the use of E-Services by an Authorised User are deemed to have been duly authorised by the Client.
- 2.8 The Bank may use its discretion in introducing additional technical security systems related to the use of E-Services or individual services contained therein.
- 2.9 The Client must (and shall procure its Authorised Representative to) take reasonable steps to keep any device, authentication factors, or secret and/or security code used for accessing e-banking services secure and secret. This includes (without limitation) the following:
- 2.9.1 destroy any original printed copy of the authentication factors, secret and/or security code;
  - 2.9.2 not allow anyone else to use its authentication factors, secret and/or security code;
  - 2.9.3 not writing down the authentication factors, secret and/or security code on any device for accessing e-banking services or on anything usually kept with or near to it;
  - 2.9.4 not write down or record the authentication factors, secret and/or security code without disguising it; and
  - 2.9.5 when the Client is provided with an opportunity to select its own authentication factors, secret and/or security codes or login information, the Client must not (and shall procure its Authorised Representative not to) use easily accessible personal information such as telephone numbers or date of birth, or use authentication factors, secret and/or security codes for accessing other services (for example, connection to the internet or accessing other websites).
- 2.10 The Client shall be liable for all losses if the Client (and/or its Authorised Representative, if any) acted fraudulently. The Client shall also be held liable for all losses if it (and/or its Authorised Representative, if any) acted with gross negligence (including where the Client and/or its Authorised Representative knowingly allows the use by others of their device, authentication factors, or secret and/or security code) or have failed to inform the Bank as soon as reasonably practicable after they find or believe that their authentication factors, secret and/or security codes or devices for accessing the e-banking services have been compromised, lost or stolen, or that unauthorised transactions have been conducted over the Client's accounts.

## **3. Financial instrument transactions (trading venue orders)**

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- 3.1 The Authorised User acknowledges that financial instrument orders he places via E-Services may not be executed immediately or around the clock, but may depend, amongst other things, on the trading hours/days of the relevant trading venue and on holiday arrangements/working hours of the Bank and/or the department that processes the order. The Authorised User also acknowledges that if problems occur, the Bank's trading department may only be available to offer support during the Bank's normal business hours and on days on which the relevant trading venue is open for trading.
- 3.2 The Bank may, from time to time, impose limits and conditions (including but not limited to transaction limits) in connection with the use of the E-Services trading functionality and/or vary the frequency or manner of use of the E-Services trading functionality.
- 3.3 It is at the absolute discretion of the Bank which trading venues it uses and which financial instruments are offered to the Authorised User within the E-Services trading functionality.



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- 3.4 The Bank does not accept any liability for financial instrument orders not executed or not executed on time or for any damages (especially losses resulting from price fluctuations), except where such damages or losses are caused by gross negligence of the Bank.
- 3.5 When the Authorised User places financial instrument orders, he acknowledges the applicable laws and regulations (including but not limited to trading venue laws, ordinances, regulations, rules, practices, etc.) as binding and undertakes to comply with them. In the case of stock exchanges, equity markets or products with special rules and requirements, the Authorised User may only be able to place financial instrument orders after complying with the necessary requirements and formalities. In some instances, it may be necessary for the Client himself to meet these requirements and formalities.
- 3.6 By placing a financial instrument order via E-Services, the Authorised User confirms that he has taken note of, read, understood and undertakes to adhere to any applicable selling restrictions (e.g. eligibility requirements) for a particular financial instrument pursuant to the respective product documentation. With respect to collective investment schemes, the Authorised User confirms that he will only invest in shares/units for which the Client is eligible pursuant to the collective investment scheme documentation in question.
- 3.7 The Bank is entitled, at its sole and absolute discretion, to reject or cancel any financial instrument orders placed by the Authorised User without notice (written or otherwise) to the Authorised User and/or the Client and without furnishing any reasons whatsoever. Without prejudice to the generality of the foregoing, examples of such reasons could include (without limitation) where the orders fail to comply with the applicable law and regulations (including but not limited to trading venue laws, ordinances, regulations, rules, practices, etc.), insufficient funds in the Client's corresponding settlement account, the execution of the financial instrument order runs counter to or prejudices the letter and spirit of an existing security interest or a block on assets in the Client's account(s), or for any reason whatsoever at the Bank's sole and absolute discretion.
- 3.8 Before placing a financial instrument order, the Authorised User shall have read all applicable pre-trade information and documents including without limitation the Risk Disclosure Statement set out in the Account Terms and Conditions, and all applicable pre-trade risk or disclosure information provided within E-Services, which provide information about the particular features and risks of financial instruments albeit not exhaustively. By placing a financial instrument order via E-Services, the Authorised User confirms that he has, where applicable, received, read and understood all mandatory pre-trade risk and disclosure information and that he is familiar with the customs, practices and risks of financial instrument transactions, in particular their characteristics and risks.
- 3.9 The Client acknowledges that:
- 3.9.1 For financial instrument transactions effected via E-Services, the Bank will not assess whether a financial instrument is suitable for the Client and makes no representation in any way as to its suitability. The Client is solely responsible for ensuring the suitability of any financial instrument dealt with by the Client. All transactions executed on E-Services are on an execution-only basis. The Bank does not solicit, recommend or advise on financial instrument transactions placed via E-Services. The Bank will not assess whether any orders or transactions are suitable for the Client or his/her/its investment objectives, risk tolerance, investment knowledge, investment time horizon or other needs and will not provide any warnings to the Client of any mismatches or block any orders or transactions that will result in mismatches, even if the Bank has information on the Client's investment objectives, risk tolerance, investment knowledge, investment time horizon or other needs as a result of its other services for the Client. If the Client wishes to receive such assessments, recommendations or advice, he should place orders through his client relationship manager rather than through the E-Services platform ("Platform").
- 3.9.2 These execution only transactions are solely in reliance of the Client's own judgment and the Client shall therefore carefully assess whether these transactions are suitable for him in light of his own assessment of the Client's overall financial standing, the composition of the Client's investment portfolio and other assets (including portfolios and assets which are held with the Bank and/or which are held with any third party), and taking into account his financial situation, investment experience, investment objectives, investment knowledge, investment horizon, attitude to risk, performance aspiration and tolerance to possible capital loss. Any prior recommendation the Bank might have provided to the Client outside of this Platform/E-Services was suitable at the time it was made, and only for transactions executed outside of the Platform. The Client confirms that he will not rely on any such recommendations for any transactions he may execute on E-Services on an execution-only basis. The Bank has no ongoing responsibility to ensure that a financial instrument the Bank has



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recommended outside of this Platform/E-services remains suitable to the Client if he executes the trade through the Platform.

3.9.3 For the avoidance of doubt, with respect to all transactions executed on E-services:

- (a) notwithstanding that the Client may have provided the Bank with his/her/its risk profile and investment objectives as set out in the Investor Risk Profile (“IRPF”), the Bank will not be carrying out any pre-trade monitoring and suitability checks against the Client’s IRPF; and
- (b) no advice is given via E-services and for the purposes of transactions executed through the Platform.

3.10 Without undertaking any obligation to monitor the investments in the Account and/or advise the Client on a holistic basis on the making and disposal of investments and the entering into or unwinding of transactions in the Account(s), the Bank may exercise its discretion, subject to the Account Terms and Conditions, to provide certain services outside of E-services in respect of the Client’s Accounts and investment portfolios (including investments resulting from financial instrument transactions conducted via E-services or through the Platform), as follows:

- (a) when the Bank’s representative considers the Client’s portfolio for the purposes of providing advice for transactions outside of E-Services, the pre-trade suitability assessment of concentration risks would take into consideration all assets held by the Client in the Client’s Account(s), (including investments resulting from financial instrument transactions conducted via E-Services or through the Platform);
- (b) when the Bank’s representative performs post-trade portfolio reviews, such overall portfolio performance review may take into consideration all assets held by the Client, (including investments resulting from financial instrument transactions conducted via E-Services or through the Platform) (for example overall portfolio rebalancing and concentration risk). The Bank may, following such portfolio reviews, make recommendations from time to time of the sale of various assets or investment products held in the Client’s Account(s), including (but not limited to) such assets or investments acquired or purchased via E-Services or through the Platform; and
- (c) if the Bank sends notifications to Clients on product risk rating, risk score downgrades and upgrades, and the removal of products from the Bank’s product recommendation lists, such notifications will be sent to all Clients holding the affected investments in their Account(s), including investments resulting from financial instrument transactions conducted via E-Services or through the Platform.

3.11 Without prejudice to Clause 3.9, the Client confirms to the Bank that it is a Professional Investor, as defined under the Securities and Futures (Professional Investor) Rules. The Client acknowledges that it is aware that this is a pre-condition for the Client having access to E-Services facilities by the Bank, and undertakes to promptly notify the Bank in writing if it ceases to be a Professional Investor.

3.12 In the case of a partial execution of financial instrument orders, higher trading venue fees and commissions may accrue (e.g. because of minimum tariffs).

## 4. Payment transactions

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### 4.1 Payment transactions

The Bank reserves the right to decline at its sole discretion payment transactions submitted via E-Services for any reason whatsoever (including without limitation, if there are insufficient funds or if the credit limit would be exceeded). The Bank accepts no responsibility for the delayed execution or non-execution of payment transactions and losses, unless any such losses are caused by the gross negligence or wilful default of the Bank.

The Authorised User acknowledges that once an authorised payment order in E-Services has been executed by the Bank, it cannot be cancelled by the Authorised User.

The Bank may charge a separate fee for the payment transaction services provided via E-Services.

**Payment transaction services in E-Services will not be provided to external asset managers for accounts of their asset management customers.**





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## 4.2 Transaction signature

The Bank may require payment orders to be authorised by means of a transaction signature as an additional security measure for payment transactions. As part of the authorisation process, the Authorised User may in such cases be informed of the content of a payment order interactively by PushTAN or SMS and be requested to confirm the execution of the payment order in question by using an authorisation code.

It is at the sole discretion of the Bank to decide when and under what conditions the transaction signature may apply. The Bank may also use its discretion in determining the terms governing the use of the transaction signature. In particular, the Bank reserves the right to require the transaction signature for certain payment orders and may authorise the Authorised User to make changes to certain terms governing the use of the transaction signature, either individually or in their entirety. The Client assumes any liability and losses resulting from changes to the terms made by the Authorised User. The Bank may also use its absolute discretion in introducing additional technical security systems when providing payment transactions via E-Services.

The Bank may charge a separate fee for the transaction signature provided via E-Services.

## 4.3 Collective authorisation for execution of payment transactions (any two Authorised Users)

If the Client has declared that payment transactions may only be processed with collective authorisation, then a payment order entered may only be executed with the electronic approval of any two Authorised Users. If this authorisation is not in place, the submitted payment orders will not be executed. An Authorised User must ensure that the second authorisation is promptly obtained for electronic collective authorisations. The Bank accepts no responsibility for payment transactions that are delayed as a result of a missing second authorisation. The Bank reserves the right to delete from its E-Services system those payment orders for which a second authorisation is still missing after a period of time determined by the Bank in its absolute discretion. The Client acknowledges and agrees that it is possible for only one Authorised User to enter (but not to authorise) payment orders for collective authorisations.

## 4A. Instruction confirmation

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The Client hereby authorises the Bank to request for any confirmations regarding financial instrument and payment instructions by an Authorised User via messages sent via PushTAN ("**PushTAN Confirmation**"). With such request for confirmation of financial instrument or payment instructions, the Bank ensures that a financial instrument or payment instruction has been given by the Client or an Authorised Representative of the Client. If the Authorised User does not confirm, or reject, the PushTAN confirmation (if applicable) through the Bank's mobile end device application, the Bank may at its sole discretion elect to either (i) amend and resend the PushTAN Confirmation (if applicable); or (ii) discard the financial instrument or payment instruction received and not execute the same.

Any confirmation of financial instrument or payment instruction or rejection of financial instrument or payment instruction, received by the Bank through the use of the PushTAN Confirmation (as the case may be) by the Authorised User shall be deemed to have been authorised by the Client. If the Authorised User fails to confirm the PushTAN Confirmation within one hundred and twenty (120) seconds, the PushTAN Confirmation (if applicable) shall be deemed to have been rejected by the Client and/or the Authorised User.

The Client acknowledges and agrees that the PushTAN Confirmations may be obtained instead of in addition to other Client confirmations the Bank may require or request from the Client from time to time (e.g. telephone call backs in order to ensure that a payment instruction has been given by the Client or an authorised representative of the Client).

The Client furthermore acknowledges and agrees that financial instrument or payment transactions on the Account for which the PushTAN Confirmation (if applicable) are required or requested will not be executed until the Bank has obtained the relevant PushTAN Confirmation (if applicable as the case may be) by the Authorised User. The Bank accepts no liability for financial instrument or payment transactions on the Account that are delayed as a result of missing PushTAN Confirmations (if applicable).

The Client unconditionally accepts all financial instrument and payment transactions on the Account for which the Bank obtained the PushTAN Confirmations from an Authorised User. The Authorised User shall immediately contact the Bank should any request for confirmations sent to the Bank's mobile end device application concern financial instrument or payment transactions on the Account which were not instructed by the Client or any Authorised Representative or any authorised signatory on the Account or the messages being incomplete or faulty.



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## 5. Financial market information and other content

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- 5.1 Strictly without prejudice to Clause 3.9 above, the Bank may make available within E-Services prices/rates and a variety of information on different financial instruments, indices, listed and non-listed companies or the economy in general (the “**Financial Market Information**”) as well as different notification options in that regard (e.g. portfolio balance limits). Part or all of the Financial Market Information available within E-Services may be obtained from third parties. Although the Bank selects such third parties carefully and/or compiles any Financial Market Information with the appropriate standard of care and diligence customary in the business, the Financial Market Information may be subject to time delays, contain errors or be incomplete and any notifications in that regard may therefore also be subject to time delays, errors or be incomplete. As a consequence, any Financial Market Information available within E-Services and/or supplied via notifications are of a purely indicative nature. Without prejudice to Clause 9 below, the Client and any Authorised User (other than the Client) acknowledges and agrees that the Bank and/ or any third party provider shall not accept any liability in regard to the timeliness, accuracy or completeness of any Financial Market Information and/or any potential lost profits, indirect or direct, special or consequential damages resulting from any reliance or use thereof.
- 5.2 The Financial Market Information available within E-Services is protected by copyrights of either the data owner, licensor or licensee (as the case may be) and remains the intellectual property of the respective data owner, licensor or licensee. The Financial Market Information is for the exclusive personal use of the Authorised User and cannot be copied, forwarded, published, (re-) sold or used for any other commercial or non-commercial, unlawful or unauthorised purpose. Without prejudice to Clause 9 below, the Client and any Authorised User other than the Client agrees to hold the Bank and any third-party provider harmless for all damages and costs (e.g. legal fees) resulting from any use of the Financial Market Information by an Authorised User outside the contractually agreed scope.
- 5.3 The Financial Market Information available within E-Services and/or supplied via notifications does neither constitute a recommendation, nor an offer or invitation to buy or sell any financial instruments, effect transactions, or to enter into any legal transaction of any kind whatsoever, unless it is expressly stipulated as such. Any historical performance or simulation of a financial instrument does not constitute a guarantee for a similar (positive) performance in the future. The same applies to information about companies or the economy. Furthermore, certain financial instruments mentioned within E-Services may not, due to product or local legal and regulatory restrictions, be available to all Authorised Users nor tradable.

## 6. Electronic delivery of bank documents

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- 6.1 The Bank reserves the right to provide the Client or any other Authorised User at the Bank's absolute discretion subject to applicable laws and regulations with bank documents by electronic means, either exclusively or in addition to normal dispatch by post. In case of an electronic delivery of bank documents through E-Services, the conditions contained in this clause 6 shall apply.
- 6.2 Within the framework of the service of electronic delivery of bank documents through E-Services, the Bank shall send to the Authorised User certain bank documents for all accounts included in the **Agreement for the Use of E-Services** by making them available in electronic form, instead of paper form, on E-Services. The Client acknowledges and agrees that all Authorised Users who are authorised to access the account(s) are able to access these electronic bank documents. A list of the categories of bank documents provided by the Bank electronically via E-Services can be requested from the client relationship manager. The Bank expressly reserves the right, at its absolute discretion subject to applicable laws and regulations, to switch further documents that are currently sent in paper form to electronic service. All documents sent to the Authorised User(s) via electronic service shall be deemed to be duly delivered to the Client on the date they are made available in E-services in accordance with the terms of these Conditions, regardless of whether the Client has actually accessed E-Services.
- 6.3 The Client further acknowledges that for the purposes of determining whether an account is inactive or dormant, the Bank may regard electronic access of bank documents by an Authorised User as an indication that the account is still active.
- 6.4 Electronic dispatch of bank documents is done in PDF format (expressly subject to change). The Authorised User is responsible for installing the corresponding software required to display the documents.
- 6.5 Bank documents provided electronically are deemed to have been delivered to the Client, regardless of any subsequent additional dispatch by post, for the purposes of the **Account Terms and Conditions** of the Bank at the time when they are made available within the E-Services environment and can be accessed by an



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Authorised User. This applies even if the Client himself has no E-Services access and consequently has no knowledge of the bank documents sent electronically or if an Authorised User does not or cannot access for any reason whatsoever the bank documents that are provided electronically. The period for making complaints or raising any discrepancy or objection in accordance with the Bank's **Account Terms and Conditions** also commences at the time of availability of the electronic documents.

- 6.6 The Bank accepts no liability for losses due to bank documents provided electronically not having been accessed in time. This applies in particular for notification of direct debit charges with the right to raise any discrepancy or objection, information about cost and charges, pre-trade risk and disclosure information or product related information.
- 6.7 Electronic bank documents are available for downloading within E-Services for at least twenty-four (24) months. They are then deleted. The deletion may be carried out regardless of the aforementioned period in the case of termination of any account for which the electronic delivery of bank documents is effected or upon termination of the **Agreement for the Use of E-Services**. It is the responsibility of the Authorised User to access the bank documents beforehand if necessary and to save them. The Bank accepts no liability for losses caused by the deletion of bank documents.
- 6.8 If necessary, bank documents provided electronically may subsequently be requested in paper form with the payment of a fee to be determined by the Bank at its absolute discretion.
- 6.9 Notwithstanding anything herein, the Bank is at all times entitled to send any bank documents additionally or exclusively in paper form (instead of or in addition to by way of E-Services) by post to the Client's mailing address last notified to the Bank, at the Bank's absolute discretion. The Bank accepts no liability for any loss resulting from postal dispatch. Furthermore, the Client expressly releases the Bank from its confidentiality duty and expressly acknowledges that he bears any and all losses resulting from the use by the Bank of such postal dispatch.
- 6.10 The electronic bank documents have the same periodicity as bank documents dispatched by postal service. Modification of this periodicity within E-Services is not possible.
- 6.11 The Authorised User may further generate ad-hoc and customised bank documents ("Customised Statements") within E-Services based on specific parameters set by the Authorised User himself (e.g. account statements for a specified time period). The Authorised User takes note that such ad-hoc and customised bank documents may not contain the same information and/or meet the same standards as bank documents which are periodically issued by the Bank. Such Customised Statements are provided solely for the Authorised User's information and convenience, and are not intended to replace any official Bank confirmation and/or the monthly account statements. Whilst reasonable effort has been taken by the Bank to ensure that the information set out in the Customised Statements are complete and are not erroneous and/or misleading, the Bank cannot, however, confirm the accuracy of the same. The Authorised User is advised to use the Customised Statements in conjunction with and/or cross check the same against the official Bank confirmation and/or the monthly account statements. In the event any of the information contained in the Customised Statements conflicts with any information or term contained in any official Bank confirmation and/or the monthly account statements, the information in official Bank confirmation and monthly account statements shall prevail. The Client and/or the Authorised User acknowledge and agree that the Bank's provision of Customised Statements are conditional upon the agreement of the Client and/or the Authorised User (as the case may be) not to rely on any information contained therein in making any decisions, and the Client and/or the Authorised User further agree that the Bank (including any of the Bank's officers, employees and representatives) shall not be responsible or liable for any damage, loss, claim, cost or expenses resulting from or in connection with the use of or reliance on any information contained in the Customised Statements by the Client and/or the Authorised User or by any other party.
- 6.12 The Bank can provide no guarantee or warranty that bank documents accessed electronically and subsequently printed out meet the standards of proof required in court or other administrative proceedings (e.g. tax assessment procedure). This particularly applies to ad-hoc and customised bank documents which are generated by the Authorised User himself based on specific parameters.
- 6.13 For the avoidance of doubt, unless expressly requested otherwise, the Client's existing mailing instructions to the Bank in respect of physical delivery of mail and other communications shall cease upon the Bank agreeing to provide the Authorised User(s) with access to E-Services.
- 6.14 The electronic delivery of bank documents (either delivery solely by E-Services, or in addition to normal dispatch by post) may be cancelled by the Client in writing with 3 Business Days' notice, or by the Bank in writing at any





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time with immediate effect (or such other time frame as may be notified by the Bank in writing) and without stating reasons. The cancellation then also applies for service to all Authorised Users. In the case of such cancellation where the Client has instructed the Bank to deliver documents solely by E-Services, and in the absence of any instructions to the contrary, all documents shall be sent to the Client at the mailing address last notified to the Bank.

### 7. Use of E-Services

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- 7.1 The Client acknowledges and agrees that he is responsible for any and all information and content that is uploaded by an Authorised User on E-Services, and the Client hereby grants to the Bank a worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that the Client and his Authorised Representative provide through E-Services, without any further notice and / or compensation to the Client or others.
- 7.2 In using E-Services, the Authorised User acknowledges and agrees that:
- (a) the Authorised Users will only use E-Services for lawful purposes and the purpose for which it is intended to be used;
  - (b) the Authorised Users shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party E-Services in any way;
  - (c) the Authorised Users shall not transmit, post, distribute, store or destroy material, in violation of any applicable law or regulation;
  - (d) the Authorised Users shall not use any data mining, robots or similar data gathering or extraction methods;
  - (e) the Authorised Users shall not transmit or link to viruses, worms, defects, Trojan horses, malware or any other items that may introduce security vulnerabilities to or harm user devices, apps or personal data;
  - (f) the Authorised Users shall not violate or attempt to violate the security of E-Services including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - (g) the Authorised Users shall not access data not intended for them or log into a server or account which they are not authorised to access;
  - (h) the Authorised Users shall not post or submit any incomplete, false or inaccurate information about themselves or information which is not their own;
  - (i) the Authorised Users shall not use the Bank's mobile end device application for any unlawful purpose or any illegal activity, or post or transmit any content that is defamatory, libellous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by the Bank, at its sole and absolute discretion;
  - (j) the Authorised Users shall notify the Bank as soon as practicable after they identify unusual or suspicious transactions on their account;
  - (k) the Authorised Users shall ensure that their contact details registered with the Bank for the purpose of receiving notifications under E-Services are up-to-date to allow relevant notifications to be delivered on a timely basis;
  - (l) the Authorised Users shall inform the Bank as soon as reasonably practicable after they find or believe that their authentication factors, secret and/or security codes or devices for accessing the E-Services have been compromised, lost or stolen, or that unauthorized transactions have been conducted over their accounts; and
  - (m) the Authorised Users will be liable for all losses if they have acted fraudulently or with gross negligence (which may include cases where any Authorised User knowingly allow the use by others of their device, authentication factors, or secret and/or security code) or have failed to inform the Bank as soon as reasonably practicable after they find or believe that their authentication factors, secret and/or security



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codes or devices for accessing the E-Services have been compromised, lost or stolen, or that unauthorized transactions have been conducted over their accounts.

- 7.3 The Authorised Users acknowledge and agree that any data that is submitted using E-Services may be transferred and stored by the Bank and/or its service providers in Hong Kong or outside of Hong Kong.

### 8. Duty of care of the Authorised Users

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- 8.1 Each Authorised User is obliged to keep secret all the personal identification details associated with access to a user account (see clause 2.3 above) and to prevent them from being misused by unauthorised persons. In particular, after changing the password, the Authorised User must not write down the password or store it in an unprotected form on the Authorised User's computer or mobile end device. Furthermore, the password and user ID should not be codes that are easy to guess (e.g. dates of birth, phone numbers etc.) and should not be used for accessing other services (including without limitation, connection to the internet or accessing other websites). Individual identification details must be kept separate from each other. The Client bears all risks arising from the disclosure or use (including misuse and illegal use) of an Authorised User's identification details. The Bank does not accept any liability in this respect.
- 8.2 The duty to keep identification details secret applies to each individual Authorised User. The Client is therefore also solely liable for any losses resulting from Authorised Users mis-using the identification details of other Authorised Users, and /or any losses resulting from the unauthorized use of the Bank's mobile end device application, including without limitation where the Client acts fraudulently or with gross negligence.
- 8.3 If (i) there is any reason to suspect that unauthorised third parties may have discovered an identification detail of an Authorised User and/or (ii) any Authorised User loses his mobile end device through which the Bank's mobile end device application is normally accessed, the relevant identification detail must be changed, the Bank must be informed immediately and if necessary the Client or any Authorised User must block access to E-Services or request the Bank to block access (see clause 11 below).
- 8.4 Authorised Users who access E-Services via SMS log-in and who lose their mobile end device must inform the Bank immediately and arrange for their service provider to block its use immediately.
- 8.5 The Authorised User must notify any token (e.g. ActivCard) loss to the Bank immediately, and must also arrange for E-Services access to be blocked as soon as possible in accordance with clause 10 below. Requests to the Bank to issue replacement tokens, including replacements for Authorised Users, may only be submitted by the Client, not by his Authorised Representative.
- 8.6 The Authorised Users must check (i) all data they enter, (ii) all data in any PushTAN Confirmation given by the Bank, (iii) all documents received from the Bank through E-Services, and (iv) all the confirmations from the E-Services system to ensure they are complete and accurate. Responsibility for data sent by an Authorised User remains with the Client until confirmation is received from the Bank's E-Services system.
- 8.7 Each Authorised User must minimise security risks associated with the use of the Internet or mobile end device network (e.g. viruses, unauthorised access by third parties, etc.) by use of suitable protection mechanisms (in particular anti-virus programs with active updates, a secure firewall, a high security level on the used internet browser and an operating system with current service packs and patches applied).
- 8.8 If the Authorised User has issued an order relating to a payment or financial instrument transactions to the Bank by electronic means and after issuing the order the Authorised User is able to ascertain that the order has not been executed or has not been executed correctly by the Bank, the Authorised User is required to raise a corresponding query with the Bank immediately.
- 8.9 Upon deciding to receive documents through E-Services, the Authorised User can opt to store the respective information on the mobile device on which the E-Services is accessed. If done so, the documents will not be stored within the secure environment of the E-Services but on the mobile device storage (or external storage medium) and will be available to all persons having access to the mobile device. If the Authorised User chooses to delete the document, it will no longer be available on the mobile device. However, it can still be requested via the dedicated client relationship manager.



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### 9. Scope of the liability of the Bank and its employees (jointly referred to as the “Bank”)

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- 9.1 E-Services are provided on an “as is” basis, and to the maximum extent permitted by law, the Bank disclaims all warranties and makes no warranty of any kind, whether express or implied (statutory or otherwise), including but not limited to warranties on the merchantability, sufficiency, quality and fitness for a particular purpose of E-Services. The Bank further makes no warranty that E-Services do not infringe the rights (including intellectual property rights) of any party. The Authorised Users wholly assume all risks in their use of E-Services. Without limiting the generality of the foregoing, the Bank does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information published by the Bank or that are communicated to the Authorised Users relating to the Bank’s mobile end device application and/or E-Services.
- 9.2 The Bank does not guarantee in any way and excludes all liability in respect of the timeliness, accuracy, completeness, fitness for purpose, relevance or legality of the data displayed or transmitted via E-Services including ad-hoc and customised bank documents generated by the Authorised User based on specific parameters. In particular, details of accounts, deposit and custody accounts (balances, statements, transactions, etc.) as well as any generally available information such as financial instrument prices are not legally binding unless certain information is explicitly stipulated as such within the framework of a specific service. E-Services data also neither constitutes a recommendation, nor an offer or invitation to buy or sell any financial instruments, effect transactions, or to enter into any legal transaction of any kind whatsoever, unless it is explicitly stipulated as such.
- 9.3 Whenever the Authorised User receives from the Bank any statement of account, PushTAN Confirmation, confirmation, contract note and/ or any other document in relation to any account or provided pursuant to any E-Services, the Authorised User shall verify the same and shall inform the Bank of any mistake or omission or objection within the applicable prescribed time period from the date the relevant statement of account, PushTAN Confirmation, confirmation, contract note or document was dispatched or transmitted. If the Authorised User fails to do this, he agrees that he no longer has the right to dispute the accuracy of the statement of account, PushTAN Confirmation, confirmation, contract note or document. Unless otherwise provided in this Agreement, the Bank has the right to treat the Authorised User’s silence as the Client’s representation that the statement of account, PushTAN Confirmation, confirmation, contract note or document is accurate. However, if the Bank finds out at any time that any statement of account, PushTAN Confirmation, confirmation, contract note or document is inaccurate, it may at any time amend statement of account, PushTAN Confirmation, confirmation, contract note or document accordingly and may demand immediate repayment from the Client of any monies erroneously paid over to the Client as a result of such inaccuracy. The Client and/ or Authorised User shall immediately notify the Bank if any statement of account, PushTAN Confirmation, confirmation, contract note or document provided pursuant to E-Services is not received in the ordinary course of business.
- 9.4 The Bank accepts no liability for orders that it fails to carry out or does not carry out in time and for any losses as a consequence thereof except in the case of gross negligence by the Bank.
- 9.5 The Bank accepts no liability for losses suffered by Clients or any other Authorised User as a result of their failure to meet their contractual obligations towards third parties or for direct, indirect or consequential losses such as loss of earnings or third-party claims.
- 9.6 E-Services traffic runs via an open network that is accessible to the public (e.g the Internet and/or mobile end device networks) which uses public telecommunication channels without any special protection. The Bank accepts no liability for losses resulting from the use of the Internet (including without limitation via mobile end devices). In particular (but without limitation) the Bank accepts no liability for losses suffered by the Client or any other Authorised User as a result of transmission errors, technical faults, malfunctions, illegal intrusion into network equipment, network overload, malicious blocking of electronic access by third parties, Internet malfunctions, interruptions or other shortcomings on the part of network operators.
- 9.7 The Bank does not accept liability for the consequences of malfunctions or interruptions, in particular in processing, in the Bank’s E-Services operation (e.g. caused by illegal hacking into the Bank’s system), except in the case of gross negligence by the Bank.
- 9.8 The Bank also accepts no liability for any software or mobile end device application supplied by it (e.g. via download) or for any consequences that result from or during the transportation of the software via the network (e.g. the Internet).
- 9.9 The Bank reserves its right to interrupt or suspend part of or all its E-Services immediately at any time if it is of the reasonable view that it would be necessary to do so to protect the Client or the Bank, including, but not



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limited to, in the event of (a) security risks (e.g service attack, cyber attack), (b) maintenance works, (c) non-compliance with regulatory and legal requirements, and/or (d) action required in order to protect the Bank's system from harm, including any form of denial of service attack or from viruses, malicious code or fraudulent use. The Bank does not accept liability for any losses arising from such interruptions or suspension. In the case of negligence the Bank does not accept liability for losses caused by its auxiliary staff in the performance of their work.

- 9.10 The Bank is entitled to engage specialists to optimize the E-Services it offers. In this case it undertakes only to exercise due care in selecting and instructing third parties who are otherwise bound by applicable banking secrecy, privacy and personal data protection laws. The foregoing notwithstanding, the Bank retains absolute discretion in determining whether or not to provide maintenance and support services for E-Services, and if so, the type of maintenance and support services.
- 9.11 The Bank does not accept any responsibility for the computer and/or mobile end device of the Authorised Users, technical access to E-Services or for the software required for it.
- 9.12 To the maximum extent permitted by law, the Bank shall not be liable to any Authorised User in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by an Authorised User in connection with E-Services. For the purposes of this clause, indirect or consequential loss or damage includes, without limitation, loss of existing or anticipated revenue or profits, anticipated savings or business, loss of data or goodwill, business interruption, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 9.13 In all instances and notwithstanding any provision to the contrary, the Bank shall not be liable for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by an Authorised User in connection with the occurrence of an event of force majeure (as defined below) impacting the provision and use of E-Services. "Force Majeure" shall mean any event beyond the control of the Bank or the Bank's service providers, including acts of God, forces of nature, war, warlike events, civil unrest, instructions or sanctions by government, accidents, failure of or cyber-attacks on any mechanical, electronic, electrical, data processing or communication system or equipment of the Bank or of the Bank's service providers or other unavoidable objective circumstances, including bad weather, earthquake or fire, atmospheric effects, magnetic fields and similar circumstances. For the purposes of this clause, indirect or consequential loss or damage includes, without limitation, loss of existing or anticipated revenue or profits, anticipated savings or business, loss of data or goodwill, business interruption, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 9.14 Nothing in the contents of the E-Services shall be considered an endorsement, representation or warranty of or by the Bank with respect to any third party or any third party's content, products, services or otherwise. Without limiting the generality of the foregoing, the foregoing applies to any paid advertising content, any third party data or information made available via E-Services, as well as links that may be provided in the E-Services to third party websites or applications. Authorised Users use such links to access third party content, websites or applications at their own risk. The Bank makes no representations or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such third party content, websites or applications.
- 9.15 Nothing in the contents of E-Services shall constitute an offer (or solicitation of an offer) to participate in any particular trading strategy, to buy or sell any specific currency, product or financial instrument, or to make any specific investment. The Bank does not take into account the Client's personal investment objectives, specific investment goals, specific needs or financial situation and makes no representation and assumes no liability as to the accuracy or completeness of any information in relation to financial instruments provided via E-Services. The information and publications are not intended to be and do not constitute financial advice, investment advice, trading advice or any other advice or recommendation of any sort offered or endorsed by the Bank. The Bank also does not warrant that such information and publications are accurate, up to date or applicable to the circumstances of any particular case. Any expression of opinion (which may be subject to change without notice) in any publication made available on E-Services is personal to the author and the author makes no guarantee of any sort regarding accuracy or completeness of any information or analysis supplied. The authors and the Bank are not responsible for any loss arising from any investment based on any perceived recommendation or financial advice, forecast or any other information contained in E-Services. The contents of these publications should not be construed as an express or implied promise, guarantee or implication by the Bank that its clients will profit or that losses in connection therewith can or will be limited, from reliance on any information set out here.



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- 9.16 The Client agrees to hold the Bank and all of its officers, servants, employees, representatives, correspondents, nominees and agents harmless, and shall indemnify each of them promptly on demand on a full indemnity basis, from and against any and all losses (direct or consequential), claims, demands, actions, suits, proceedings, orders, damages, costs and expenses (including, without limitation, foreign exchange losses, all duties, taxes and other levies, interest, service charges and legal costs on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may incur or sustain from or by reason of the Bank carrying out the Client's instructions and/or providing any E-Services, the Client's (including its Authorised Representative's) breach of any of the provisions of the Conditions including but not limited to any breach of clause 12 or of any of the terms of these Conditions for the use of E-Services, except as caused solely by the Bank's gross negligence or willful default.

### 10. Security

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- 10.1 Absolute security cannot be guaranteed: the Authorised User's computer or mobile end device, the provider's computers and the public networks are part of the E-Services system and may become a weak point in the system since they are outside the Bank's control.
- 10.2 The Client and each of the Authorised Users acknowledges the following additional risks, for which the Bank cannot accept any liability:
- Insufficient knowledge of the system on the part of the Authorised Users and inadequate security measures on the computer or mobile end device of the Authorised Users may make it easier for unauthorised parties to enter the system (e.g. inadequately protected storage of data on the hard disk, file transfers, residual screen images/ display insight by unauthorised third parties etc.). It is the responsibility of the Authorised User to obtain information about the necessary security measures.
  - It is impossible to exclude the possibility of traffic monitoring by network operators (e.g. Internet service providers); this means a network operator may be able to track when an Authorised User has made contact with another person, and with whom the Authorised User has made contact
  - There is a latent risk that a third party may gain access to the computer or mobile end device of an Authorised User without being detected while they are using E-Services (e.g. via Java or ActiveX application or a remote access client).
  - When using a public network (e.g. the Internet) there is a danger that viruses or other harmful programs (e.g. Trojans or spyware) may infect the end user's computer or mobile end device if the computer or mobile end device is connected to the Internet. Virus-scanning programs with active updates, a secure firewall, a high security level on the used internet browser and an operating system with current service packs applied may support the Authorised Users in their security measures.
  - It is important that the Authorised Users only work with software from trustworthy sources.
  - The availability of the Internet or mobile end device network cannot be guaranteed. In particular it is possible that transmission errors, technical faults, malfunctions, illegal intrusion into network equipment, network overload, malicious blocking of electronic access by third parties, interruptions or other shortcomings on the part of network operators may occur.
  - Data downloaded by the Authorised Users while using E-Services (e.g. Client data such as overviews of accounts, deposit and custody accounts) are automatically placed in temporary storage by the Authorised User's browser software on the Authorised User's computer or mobile end device (temporary Internet files/cache). At the same time the Authorised User's browser software stores all the Internet addresses (history) accessed by the Authorised User. This can enable a third party who gains access to the Authorised User's computer or mobile end device to access Client data and draw conclusions about an existing banking relationship. The Bank therefore recommends that the cache and history be cleared at the end of every use of E-Services and to restart the Internet browser or other E-Services access software before every E-Services session.
  - Client data exported from E-Services into other programs (e.g. Excel, Word etc.) by the Authorised User or filed electronic bank documents will be saved unprotected on the computer terminal or the mobile end device if the Authorised User fails to take any further precautions. This may enable a third party gaining access to the computer terminal or the mobile end device of the Authorised User to access Client data and draw conclusions about an existing banking relationship.
  - The Authorised User's user ID, authentication factors, password, and any OTP issued to the Authorised





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User must not be disclosed to any other person, including without limitation someone who is a joint account holder with the Client. The Authorised User should take necessary precautions to ensure the Authorised User's security codes remain secret, and only used for the purpose of E-Services (for example, the Authorised User should not use the same security codes for any other internet services). The Authorised User should note that under no circumstances will anyone authorised by the Bank ask for the Authorised User's security codes and the Authorised User acknowledges that any such person is unauthorised to do so. The Authorised User must not write his security codes down and must ensure that he destroys the original printed copy provided by the Bank.

- 10.3 When using E-Services, cookies (strings of information sent by a website and stored on the Authorised User's computer or mobile end device) will be temporarily stored or accessed on the Authorised User's computer or mobile end device. In this way the Bank is able to provide navigation shortcuts for the benefit of the Authorised Users. Only a minimum of information will be stored in the cookies created by the Bank. By modifying the Internet browser or other E-Services access software settings it is possible to prevent cookies being placed on a computer or mobile end device. Depending on the browser or other access software settings selected, it is possible that blocked cookies may reduce the functionality of E-Services or prevent access to them. The Bank accepts no liability for such restriction.
- 10.4 Please refer to the security advice available on the Bank's website for further information on security. If an Authorised User suspects that the security of the Client's E-Services account, authentication or any security code has been breached, the Authorised User must immediately notify his relationship manager via email or phone. The Authorised User should also email the issue to [l.asia.eservices.security@jsafrasarasin.com](mailto:l.asia.eservices.security@jsafrasarasin.com)

### 11. E-Services block

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- 11.1 The Client can block his own access and that of any Authorised User to the Bank's E-Services, while an Authorised User other than the Client can only block his own access. A request for access to be blocked can only be made during normal business hours on Business Days and only to the Bank and it should be confirmed to the Bank in writing immediately thereafter.
- 11.2 Any blocks can be cancelled upon request by the Client at the Bank's branch where the business relationship is maintained.. The request must be submitted or confirmed in writing. Authorised Users other than the Client can only remove blocks they have placed themselves on their own access.
- 11.3 The Bank is entitled to block Authorised Users from accessing individual services or all services at any time without giving reasons or prior notice if in its opinion this is appropriate under the circumstances (primarily to protect the Client or the Bank). The Bank accepts no liability for losses resulting from such a block.

### 12. Banking secrecy / Data protection – profiling and marketing

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#### 12.1 General

12.1.1 Authorised Users should note that Hong Kong confidentiality and banking secrecy, and data privacy or data protection laws apply only to data provided to or accessed by the Bank within Hong Kong. Any data transmitted outside of Hong Kong is no longer protected by Hong Kong law.

12.1.2 Data may be transported amongst other things via an open network that is accessible to the public (such as without limitation the Internet and/or mobile end device networks). This also applies to data sent by SMS. Consequently, data is frequently transmitted across borders without controls. This can even happen with a data transfer where the sender and recipient are situated in Hong Kong. With the exception of SMS, individual data is transmitted in encrypted format within the E-Services system. However, the sender and recipient are identifiable, and can be seen by third parties. It is therefore possible for a third party to draw conclusions about an existing banking relationship.

#### 12.2 Confidentiality and personal data protection

12.2.1 The Client and any Authorised User other than the Client hereby acknowledge and accept the Bank's Notice Relating to the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong (the "PICS") and that the aforementioned provisions shall apply for the use of E-Services. The PICS can be found on the Bank's website at (<https://www.jsafrasarasin.com/content/jsafrasarasin/language-masters/en/company/locations/country-pages/Hong-Kong.html>). In addition, where the account is managed outside of Hong Kong, the data privacy terms as set out under the relevant Terms of



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Business shall also apply.

- 12.2.2 The Bank will treat information relating to the Authorised Users as confidential, but unless consent is prohibited by law, the Authorised Users consents to the transfer and disclosure by the Bank of any information relating to the Client and/or Authorised Representative(s) to the Bank's holding companies, branches, subsidiaries, representative offices, affiliates, agents and any third parties selected by the Bank (each, the "transferee") wherever situated, for confidential use. The Bank and any of the transferees may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Hong Kong or any other jurisdictions outside Hong Kong, as the case may be. This agreement will apply to the client subject to the prevailing personal data provisions under the Conditions (including without limitation, the PICS).
- 12.2.3 Without prejudice to the personal data provisions under the Conditions (including without limitation, the PICS), the Bank collects, uses and discloses the Authorised Users' personal data for the purposes of providing E-Services, and also, without limitation, purposes such as:
- (a) creating, managing and maintaining the Client's user account;
  - (b) processing transactions and payments made by the Authorised Users;
  - (c) sending the Authorised User relevant notices and services messages;
  - (d) ensuring the security of E-Services;
  - (e) processing data for the Bank's own marketing purposes and, if applicable, exchanging this data with members of the J. Safra Sarasin Holding Group, some of which are located abroad;
  - (f) for internal administrative purposes;
  - (g) performing data analytics, including the observing of customer behaviour and patterns;
  - (h) providing Authorised Users, where appropriate, with tailored offers and information about the Bank's products and services as well as for market research, marketing and risk management purposes; and
  - (i) recording any telephone conversation and any other communication (e.g. messaging, video call, live chat) an Authorised User may conduct with the Bank.
- 12.2.4 By downloading, installing and/or using E-Services, the Authorised Users hereby agree and consent to the Bank collecting, using and/or processing the Authorised Users' personal data (including without limitation personal data, geodata, device information) for the purposes set out above and in the personal data provisions under the Conditions (including without limitation, the PICS). Further, the Client and/or any Authorised User consents to and authorises the recording of any telephone conversation and any other communication (e.g. messaging, video call, live chat) an Authorised User may conduct with the Bank.
- 12.2.5 The Authorised Users consents to their information being used, processed and stored in or outside Hong Kong, by third parties on the Bank's behalf. The Bank may contract with the third parties to take reasonable care to keep the Authorised Users' information confidential and to observe, in conformity with local laws and regulations, the requirements of the prevailing personal data provisions under the Conditions (including without limitation, the PICS). Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Authorised Users' information.
- 12.2.6 The Authorised User consents to his information being transferred to another jurisdiction outside Hong Kong, as the case may be, and to any matching procedures being carried out. The Authorised User may withdraw his consent by giving the Bank thirty (30) days' prior written notice. However, note that if such consent is withdrawn, the Bank may not be able to continue providing such Authorised User with the use of and access to E-Services, and such Authorised User hereby acknowledges and agrees to accept any such consequences of the withdrawal of consent.
- 12.2.7 The Authorised User acknowledges and agrees that E-Services may from time to time be outsourced by the Bank to its regional or global processing centers, holding companies, branches,



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subsidiaries, representative offices, affiliates, agents and third parties selected by the Bank, wherever situated, and these service providers may from time to time be given access to information relating to the Authorised Users and E-Services.

- 12.2.8 To the extent relevant, the Client confirms to the Bank that it has the Authorised Representative(s)'s consent to the above with respect to the Authorised Representative(s)'s personal data, and shall inform the Bank promptly in writing should such consent be withdrawn.

### 13. Intellectual Property

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- 13.1 The Authorised Users acknowledge that the Bank and its affiliates, or other third parties own all rights, title and interest in and to the technology comprised in E-Services, including without limitation software and portions thereof and all Intellectual Property Rights thereto, and the Authorised Users shall not do or permit any act which is directly or indirectly likely to prejudice the rights, title or interest of the said rightful owner(s) in and to any of the aforesaid. "Intellectual Property Rights" means any and all rights existing from time to time (both current and future) under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, or capable of protection in any relevant country in the world.
- 13.2 Unless otherwise expressly permitted by mandatory applicable law, the Authorised Users agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, E-Services. Authorised Users shall not rent, lease, lend, sell, redistribute or sub-license, E-Services and all related trademarks belong to the Bank and/or its affiliates, and any other trademarks that the Authorised Users may have sight of when using E-Services are the property of their respective owners. Without prejudice to the generality of the foregoing, the Authorised Users shall not use in any way and shall not reproduce any trademarks that are associated with E-Services or that the Authorised Users have sight of when using E-Services, without the prior written consent of the Bank.
- 13.3 The Authorised Users also agree to not remove, obscure, or alter the Bank's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through E-Services.

### 14. SMS / Messages / BJSS Web Meeting

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#### 14.1 SMS

The transmission of data by short message service ("SMS") may be via public/ open networks (e.g. the Internet and/or mobile end device networks) is done unencrypted and they may be intercepted, read and altered by third parties. This also applies for SMS which are deployed in the use of E-Services of the Bank (including SMS for log-in and transaction signing). Subject to any separate agreements, messages and orders by SMS are not binding for the Bank for reasons of security and the Bank shall not be obliged to accept any instructions by SMS. The Bank shall not accept liability for losses incurred from the use of SMS. Although the SMS services are provided by the Bank to the Authorised Users without additional charges, costs for provision of SMS may be charged to the Authorised User by their mobile end device provider for SMS service. The Bank excludes any liability for these costs.

The Bank cannot provide any guarantee that the information and notifications sent by SMS at the request of the Authorised User will be received by the Authorised User or that they will arrive without delay.

Subject to any separate agreements, payment orders may not be submitted by SMS. The Bank does not accept liability for any losses resulting from the non-execution of such payment orders.

#### 14.2 Bank documents and other communication via E-Services

Bank documents (e.g. periodic statements, transaction advice, applicable bank forms) and other notification can be made available by the Bank to every Authorised User via E-Services. These communications are sent encrypted. Accessing these communications requires a successful identification check of the Authorised User with the Authorised User's personal E-Services authentication features.

A communication from the Bank to the Authorised User is deemed to have been received when it is available in his E-Services. The Authorised User is entitled to download such communications. The Authorised User is responsible for taking note in good time of the communication addressed to him. The Authorised User has the option to receive push notification on its registered mobile device. Such information is sent unencrypted via



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public networks and therefore provides no protection of confidentiality. Furthermore, to the fullest extent as permissible under applicable laws and regulations, the Bank shall not accept responsibility for notifications failing to reach the Authorised User or for any delay in receipt of the same by the Authorised User

### 14.3 BJSS Web Meeting

Every Authorised User and the Bank can use within the E-Service environment BJSS Web Meeting to communicate with each other. BJSS Web Meeting is a communication channel solution that is hosted and managed by the Bank and that contains the following features: messaging, live chat, call and video call (incl. screen sharing). BJSS Web Meeting is an end-to-end communication channel where the flow of information is encrypted.

Messages or instructions sent to the Bank via BJSS Web Meeting are checked, replied to or processed within the framework of the existing business processes during normal business hours on Bank Business Days. They do not have priority for processing. Relying on the user authentication which takes place, the Bank may assume that instructions which it receives via BJSS Web Meeting within the E-Service environment have come from the Authorised User and may execute the instructions. However, no messages or instructions that are critical in terms of time or associated with a deadline (e.g. payment transactions, financial instrument transactions, cancellations of orders etc.) must be sent to the Bank via BJSS Web Meeting unless they are being provided to the Bank in the course of a live chat, call or video call. Subject to any separate agreements in writing, the Authorised Users may only give instructions on the basis of their actual authorisation on the Account. The Bank reserves the right to request an instruction or other communication in the form of a written duly signed original.

**The Client acknowledges and agrees that the Bank may, but shall not be obliged to, accept any instructions or orders via BJSS Web Meeting (including but not limited to any instructions relating to payment transactions, financial instrument transactions, cancellations of orders etc.). If the Client chooses to give any instructions to the Bank through BJSS Web Meeting, the Client shall agree and accept without reservation that the Bank shall not be liable for any losses resulting from the delay in execution or non-execution of any instructions or orders given via BJSS Web Meeting.**

**The Client further acknowledges and agrees that any requests, instructions or orders for trades, investments or financial transactions that is sent via BJSS Web Meeting shall only be deemed accepted by the Bank after the same has been expressly confirmed by the Bank during the respective active BJSS Web Meeting session or by return email or such other means of communications.**

**For the avoidance of doubt, the Bank shall also not be obliged to accept instructions or orders by SMS.**

Authorised Users undertake not to record any content that is exchanged, discussed or displayed via BJSS Web Meeting whether by video or sound recording, screenshot, screen grab or otherwise. The Bank may however for business purposes and/or to comply with legal or regulatory requirements at any time and without prior notice record and keep recordings of all content that is exchanged, discussed or displayed via BJSS Web Meeting in accordance with applicable laws and regulations and the Bank's internal policies.

The Bank is entitled, without prior announcement, to delete from the history of the Authorised User communications over BJSS Web Meeting, bank documents and/or other communication made available in E-Services that are older than twelve (12) months or if a maximum storage space per Authorised User is exceeded. The deletion is carried out without regard to the aforementioned period in the case of termination of an account, deposit and/or custody account for which the messages and/or communications are sent or if the Agreement for the Use of E-Services is terminated. It is the responsibility of the Authorised User to download and save the messages and/or bank documents and/or other communication beforehand. The Bank accepts no liability for losses caused by the deletion of such communications.

## 15. Conditions governing Authorised Representatives

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- 15.1 In these Conditions, an Authorised Representative refers to a person, including an external asset manager (including its appointed employees where applicable), who has been granted access to a Client's user account and E-Services by the Client. The Client may grant an Authorised Representative such access by submitting the relevant application form to the Bank. Any such Authorised Representative's E-Services access remains in place until and unless the aforementioned authorisation is expressly revoked in writing or terminated under applicable law and the Bank has received at least 3 Business Days' notice of such revocation, the authorisation is otherwise revoked by operation of law, or the Agreement for the Use of E-Services or the Account Terms and Conditions is terminated.



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- 15.2 Subject to applicable laws, the Authorised Representative shall be deemed to maintain his E-Services access notwithstanding that the Authorised Representative is uncontactable by the Bank. The Client, his authorised signatory(ies) (if a legal entity) or power of attorney holder(s) can revoke an Authorised Representative's E-Services access at any time. Any such revocation must be confirmed in writing and must be forwarded to the Bank.
- 15.3 It is at the Bank's absolute discretion whether it requires separate authorisations for additional functionalities made available via E-Services. In such a case, the provisions of clauses 14.1 to 14.2 above apply as well.

### 16. Foreign laws / import export restrictions

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- 16.1 The range of financial services offered to Authorised Users outside Hong Kong may be subject to local legal and regulatory restrictions. Certain products and services may therefore not or only partially be available in the jurisdiction in which the Authorised User is located or accessing E-Services. The Bank may at any time and without prior notice restrict its service offering for Authorised Users outside Hong Kong via E-Services due to local restrictions. The Bank does not accept any liability for any losses, damages or costs suffered in this regard.
- 16.2 The Bank makes E-Services available to the Authorised User on the understanding and condition that the Authorised User shall only access E-Services in the jurisdiction the Authorised User is ordinarily resident as may be disclosed to the Bank and set out in the Bank's records (the "Home Jurisdiction"), provided such access and use is lawful in such jurisdiction. The use of the Bank's E-Services may under certain circumstances contravene the laws of a foreign country. Should the Authorised User access E-Services outside of the Home Jurisdiction, the Authorised User shall be solely responsible for checking and complying with all relevant restrictions and laws, and ensuring that the use of the Bank's E-Services outside the Home Jurisdiction does not contravene the laws of any other country. The Bank does not accept any liability for any losses, damages or costs suffered in this regard.
- 16.3 Authentication features or procedures (e.g. via encryption algorithms) to access E-Services may be subject to specific import/export restrictions as well as restrictions of use abroad. Furthermore, country-specific restrictions in regard to authentication features may exist if the Authorised User is travelling to third countries. The Authorised User shall be responsible for finding out about and complying with all relevant restrictions and laws. The Bank does not accept any liability for any losses, damages or costs suffered in this regard.

### 17. Amendments to the Conditions

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The Bank reserves the right to amend or supplement the Conditions, its E-Services offering and its fee schedule at any time at its absolute discretion. Any such amendment will be notified to the Client and any Authorised User via E-Services or in another appropriate manner. Any additional provisions, amendments, modifications or supplements to existing provisions, agreements and services shall be regarded as accepted with binding effect by the Client and any Authorised User upon the next E-Services access by an Authorised User, and in any event when the relevant service is first used by an Authorised User.

### 18. Termination

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- 18.1 Either the Client or the Bank can terminate the Agreement for the Use of E-Services and any associated supplementary agreements at any time by notice in writing (such notice, a "**Termination**"). Any Termination by the Client must be confirmed in writing and must be forwarded to the Bank and shall only be effective upon receipt of such confirmation in writing by the Bank. For the avoidance of doubt, a Termination is without prejudice to the Client and the Bank's accrued rights and obligations under the Account Terms and Conditions or other agreements entered into between the Client and the Bank in respect of products or services of the Bank other than E-Services (unless agreed otherwise under such agreements).
- 18.2 The Client remains liable for any outstanding balance owing to the Bank accrued up to the date of Termination.
- 18.3 The Client agrees that the Bank may:
- 18.3.1 continue to act on instructions received via E-Services up to and including the effective Termination date at the Bank's discretion;
  - 18.3.2 deduct from the Client's account(s) the sum of any outstanding fees and charges and/or payments due and payable to the Bank;
  - 18.3.3 sell, redeem, terminate, close-out and/or liquidate any or all of the Client's transactions and securities in such manner as the Bank deems fit and apply the proceeds thereof towards the payment of the outstanding fees and charges and/or payments payable to the Bank if there is





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- 18.3.4 insufficient cash or cash equivalents in the Client's account(s) for that purpose; and/or continue to charge the Client's account(s) with fees and charges for transactions between the effective Termination date and the date on which all securities and investments in the Client's account(s) are disposed of in accordance with the Client's written instructions.
- 18.4 Notwithstanding any Termination, if there are any uncompleted instructions or transactions in relation to or made via any E-Services, the Bank may in its absolute discretion complete those instructions or transactions and the terms of these Conditions shall continue to apply in relation to such instructions or transactions.
- 18.5 Where either the Client or the Bank provides notice of Termination under this clause 17, the Bank reserves the right to refuse to allow the Client to enter into any further transactions or place any orders using E-Services.
- 18.6 This clause 18 shall survive any Termination.

### 19. Validity of other legal regulations

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The validity of other provisions of law, in particular those governing the operation and use of telecommunications equipment and networks, is not affected by these Conditions and they apply to the Bank's E-Services as soon as they come into effect.

### 20. Severability

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The invalidity, illegality or unenforceability of one or more clauses of these conditions does not affect the validity of the rest of the agreement.

### 21. No waiver

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The failure of the Bank to enforce any of the terms set out herein shall not constitute a waiver of such a right and shall at no time and in no manner affect the right of the Bank to enforce such a term at a later time.

### 22. Assignment

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The Bank may assign, delegate, sub-contract or transfer any or all of the Bank's rights and/or obligations under the Conditions to any third party. Authorised Users may not transfer any or all of their rights or obligations under the Conditions to any third party.

### 23. Third Party Rights

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Except as expressly stated in the Conditions, a person who is not a party to the Conditions shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of the terms of the Conditions.

### 24. Applicable law and jurisdiction

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The Conditions and any dispute arising out of or in connection with the same shall be governed by and construed in accordance with the laws of Hong Kong and the Client irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Hong Kong in all matters pertaining thereto but nothing shall limit the right of the Bank to take any suit, action or proceeding arising out of or in connection with the Conditions in any other courts or competent jurisdiction nor preclude the taking of such suit, action or proceeding in any other jurisdiction, whether concurrent or not.

### 25. Additional Terms for Google Play

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- 25.1 If the Authorised User is accessing E-Services via a mobile application downloaded from Google Play, the Authorised User agrees to comply with any applicable terms and conditions of the same, as may be amended from time to time, including but not limited to the "Google Play Terms of Service" which can be found at: <https://play.google.com/about/play-terms.html>



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- 25.2 The Authorised User also agrees that he will not use the Application in any way that would result in or cause E-Services and/or the Bank to be in violation of any terms and conditions applicable to developers and applications on Google Play, as may be amended from time to time, including but not limited to the “**Google Play Developer Programme Policies**” and the “**Google Play Developer Distribution Agreement**” which can be found at:

<https://play.google.com/about/developer-content-policy.html>

<https://play.google.com/about/developer-distribution-agreement.html>

## 26. Additional Terms for Apple Store

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- 26.1 If the Authorised User is accessing E-Services via a mobile application downloaded from the Apple Store or iTunes, the Authorised User agrees to comply with any applicable terms and conditions of the same, as may be amended from time to time, including but not limited to the “**iTunes Store Terms and Conditions**” which can be found at:

<http://www.apple.com/legal/internet-services/itunes/hk/terms.html>

- 26.2 The Authorised User also agrees that he will not use E-Services in any way that would result in or cause E-Services and/or the Bank to be in violation of any terms and conditions applicable to developers and applications on the Apple Store or iTunes, as may be amended from time to time, including but not limited to the “App Store Review Guidelines” and the “Instructions for Minimum Terms of Developer’s End-User License Agreement” which can be found at:

<https://developer.apple.com/app-store/review/guidelines/>

<http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/>

- 26.3 The following additional terms and conditions shall apply if the Authorised User is accessing E-Services via a mobile application downloaded from the Apple Store or iTunes and E-Services are intended for use on an Apple iOS-powered device.

- (a) The Authorised User acknowledges that these Conditions are between the Authorised User and the Bank only, and not with Apple, Inc. and/or any of its local entities (collectively, "Apple").
- (b) The Bank, and not Apple, is solely responsible for E-Services. The Authorised User acknowledges that Apple has no obligation to provide maintenance and support services with respect to the same. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to E-Services.
- (c) The Authorised User agrees that the Bank, and not Apple, is responsible for addressing any claims by the Authorised User or any third-party relating to E-Services or the Authorised User’s possession and/or use of the same.
- (d) The Authorised User agrees that the Bank, and not Apple, shall be responsible, to the extent required by these Conditions, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the E-Services or the Authorised User’s possession and/or use of the same.
- (e) The Authorised User represents and warrants that (i) the Authorised User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) the Authorised User is not listed on any U.S. Government list of prohibited or restricted parties.
- (f) The Authorised User agrees to comply with all applicable third-party terms of agreement when using E-Services (e.g., the Authorised User must not be in violation of his network service provider’s terms of agreement when using E-Services).
- (g) The Authorised User and the Bank agree that Apple is a third-party beneficiary to these Conditions as they relate to E-Services. Upon the Authorised User’s acceptance of these Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Conditions against the Authorised User as they relate to E-Services as a third-party beneficiary thereof.



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26.4 The Authorised User acknowledges and agrees that if any of the terms and conditions of these Conditions are inconsistent with Apple's "**Instructions for Minimum Terms of Developer's End-User License Agreement**", the terms and conditions of Apple's "**Instructions for Minimum Terms of Developer's End-User License Agreement**" shall prevail.

Bank J. Safra Sarasin Ltd is incorporated in Switzerland with limited liability.