

Online Application Service Specific Terms & Conditions:

Unless otherwise stated to the contrary, in these Specific Terms:-

“Application Form” means Fubon's electronic application form on the Online Application Webpage (or in any substantially identical form that the Bank may designate from time to time) for a particular Service it provides executed by or on behalf of the Customer, as amended or supplemented from time to time, and includes as part of it, (where applicable) any supporting documents;

“Content” includes items that a Customer may see, read, hear, download, install, modify or otherwise access on or via the Online Application Webpage (including but not limited to messages, files, Data, software, images, photographs, illustrations, expression, presentation, opinion, advice, form, format, mode or method of compilation, selection, configuration, text and other materials);

“Customer” means the person in whose name a Service is to be supplied and/or is supplied. Reference to the Customer shall include the Customer’s executor, personal representative, lawful successor, assign and trustee in bankruptcy;

“Device” means any electronic device such as a mobile phone, tablet, other device or telecommunication equipment, together with all software and other hardware required to browse the Online Application Webpage;

“Information” means any form of Data, news, report, information or material made available through the Online Application Webpage, including but not limited to text, images, sound codes, computer programs, software and databases, as well as any exchange rate, interest rate, price and calculated amount (such as a monthly instalment amount under a mortgage loan), whether or not given as a result of any Instructions;

“Online Application Service” shall have the meaning given to it in Section 1.1 of these Terms;

“Online Application Webpage” means the Bank’s webpage which the Bank offered for access on compatible Devices and through which the Customer may submit application for Services online; and

“Services” means the services offered by the Bank for online application through the Online Application Services from time to time.

1. The provision of the Online Application Service

1.1 The Bank shall provide an electronic service that permits the Customer to apply for Services which the Bank may provide from time to time in its absolute and sole discretion, by submitting information or identification documents to the Bank through the Online Application Webpage (the “**Online Application Service**”).

1.2 The Bank reserves the right to determine and vary the scope of the Online Application Service to be provided from time to time (upon giving reasonable prior notice to the Customer) in the Bank's absolute and sole discretion, including but not limited to, the right:

1.2.1 to modify, expand or reduce the scope of the Services for application under the Online Application Service, or to terminate the Online Application Service;

1.2.2 to limit the number or type of Customer who could use the Online Application Service; and

1.2.3 to impose or vary any requirements and/or conditions on the use of the Online Application Service, including but not limited to, the eligibility criteria, the information or identification documents required to be submitted and/or imposition of additional due diligence process as may be prescribed by the Bank from time to time.

1.3 The Online Application Service is offered for the Customer's sole and exclusive use and only in such jurisdictions and to such extent where and when they may be lawfully offered and processed under the Laws of Hong Kong SAR.

1.4 The provision of Services by the Bank is subject to the satisfactory provision of information or identification documents by the Customer. The Bank has the right to request for further and better documents and/or refuse application for Services (whether in its entirety or, where the customer applied for more than one Service, any or all of the Services applied) at its sole discretion without giving any reason.

1.5 Any indication by the Customer of his/her agreement to any terms and conditions (including but not limited to the “Global Terms and Conditions for Accounts and Services”, these Specific Terms for Online Application Service and/or any other relevant terms and conditions) by any electronic means prescribed by the Bank shall constitute the Customer's electronic signature for the purposes of the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong).

2. Terms of Use of the Online Application Webpage

2.1 These Specific Terms apply to the Online Application Webpage, including any updates or supplements to the Online Application Webpage, unless otherwise stated in writing.

2.2 The Online Application Webpage is maintained in Hong Kong Special Administrative Region. The information contained in the Online Application Webpage and the Online Application Service are directed at persons in Hong Kong and not intended for distribution to or use by any persons in any jurisdiction where such distribution or use breaches any local laws or regulations. The Online Application Webpage does not constitute any offer or solicitation to provide products or services to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the use of such products or services.

2.3 The Online Application Webpage can be used on a Device specified by the Bank from time to time. The Bank shall not be liable if the Customer does not use the Online Application Webpage on a Device that meets the requirements and consequently, the Online Application Webpage malfunctions or that not all of the features of the Online Application Webpage can be utilised.

2.4 From time to time, updates to the Online Application Webpage may be issued by the Bank. The Bank may require the Customer to download the latest version of the operating system or web browser in the Device in order to use the Online Application Webpage.

2.5 The rights to the Online Application Webpage (except for any information provided by the Bank's licensors or by the Bank's third party providers) are owned by the Bank. The Bank reserves the right to, at the Bank's absolute discretion, suspend or terminate the Customer's use of the Online Application Webpage or any part of it.

2.6 The Customer acknowledges that the Online Application Webpage has not been designed to meet his/her individual requirements. The Customer shall be responsible to ensure that the Content in the Online Application Webpage meet his/her requirements.

2.7 The Bank does not charge any fee for the downloading of the Online Application Webpage. The Customer is liable for any telephone charges and/or any charges made by the Internet service provider as a result of connection in order to use or access the Online Application Webpage.

2.8 The Customer shall not use or permit the use of the Online Application Webpage, in whole or in part, for any purpose (whether legal or illegal) other than as specifically intended for the Customer to provide Information to the Bank in order to apply for the Services. In particular, but without limitation, the Customer shall not and shall not procure or knowingly allow any other person to:

2.8.1 disrupt or interfere with the Online Application Webpage or servers or other software, hardware or equipment connected to or via the Online Application Webpage;

2.8.2 use the Online Application Webpage in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Specific Terms or act fraudulently or maliciously, for example, by hacking into or compromising the Online Application Webpage or any operating system in any way;

2.8.3 collect or store any Information, or Data about other users or parties of the Online Application Webpage and/or the Bank other than those of the Customer him/herself or as permitted by the Bank expressly;

2.8.4 infringe the Bank's intellectual property rights or those of any third party in relation to the Customer's use of the Online Application Webpage (to the extent that such use is not licensed by these Specific Terms);

2.8.5 save as expressly permitted by the Bank, alter, modify, adapt, decompile, reverse engineer, copy or reproduce all or any part of the Online Application Webpage;

2.8.6 transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Customer's use of the Online Application Webpage; or

2.8.7 to access without authority, interfere with, manipulate, damage or disrupt:

- (i) any part of the Online Application Webpage;
- (ii) any device or network on which the Online Application Webpage is stored;
- (iii) any software used in the provision of the Online Application Webpage; or
- (iv) any device or network or software owned or used by any third party.

2.9 The Bank will take such steps as it may deem reasonably practicable (i) to ensure that its systems in connection with the provision of the Online Application Service are installed with reasonably prudent security and designs and (ii) to control and manage the risks in operating such systems, taking into account the Applicable Law relating to the Bank and/or the Online Application Service.

2.10 The Customer will make available at the Customer's own cost, the Device with access to the internet capable of using the Online Application Webpage and supporting the Customer's use of the Online Application Webpage is free from any viruses, spywares, destructive components, malwares or any software or hardware that may harm the Online Application Webpage, and at the Customer's own risk.

3. Online Application Service

3.1 By using the Online Application Webpage, the Customer is required to follow such procedure and provide such information and identification documents through the Online Application Webpage (or any other channels as the Bank may specify from time to time), including any identification information and/or documents as the Bank requires to perform the Bank's "Know Your Customer" procedures and/or to comply with applicable laws and regulatory requirements.

3.2 The Bank is entitled to refuse to provide any Services to the Customer unless the Customer has submitted information and identification documents to the satisfaction of the Bank.

3.3 In order to provide Services to the Customer, the Bank may also request the Customer to provide an e-mail address for the purposes of receiving e-mail-based One Time Password (OTP) and verification of identity.

4. OTP

4.1 The terms under Section III M of the "Global Terms and Conditions for Accounts and Services" ("SPECIFIC TERMS FOR ONE-TIME PASSWORD AUTHENTICATION SERVICE ("SERVICE")") shall apply to the provision of OTP (whether SMS-based or e-mail-based). For the avoidance of doubt, the terms of Section III M shall also apply, mutatis mutandis, in the case of e-mail-based OTP.

5. Security

5.1 For security purposes, the Customer agrees to follow and adhere to any guidelines and/or advice which the Bank may, in its absolute and sole discretion, issue from time to time in relation to the use of and access to the Online Application Service and shall not use or access the Online Application Webpage by any other means including hyperlink or QR Codes embedded in unsolicited emails, mobile Apps or

websites other than the official website of the Bank.

5.2 The Customer shall take all reasonable steps to keep all identifier (including the Hong Kong mobile phone number that receives SMS-based One Time Password (OTP)), e-mail-based OTP and any other device or secret code (if applicable) used for accessing the Online Application Service safe, secure and secret to prevent fraud. In particular, the Customer shall:

5.2.1 not allow any other person to use any identifier, SMS-based One Time Password (OTP), e-mail-based OTP and/or the security code (if applicable);

5.2.2 never write down any identifier and/or the security code (if applicable) on any device for accessing the Online Application Webpage or on anything usually kept with or near it; and

5.2.3 not write down or record any identifier and/or the security code (if applicable) without disguising it.

The Customer agrees that he/she has sole responsibility for the safe custody and retention of the identifier, SMS-based One Time Password (OTP), e-mail-based OTP and/or the security code (if applicable) and the Customer will keep them strictly confidential at his/her own risk.

5.3 The Customer shall immediately notify the Bank (via such means and in such format and manner as shall be acceptable to the Bank) if the Customer has reason to suspect or becomes aware of any disclosure or unauthorised use of the Customer's identifier, SMS-based One Time Password (OTP), e-mail-based OTP and/or the security code (if applicable) (the "Notification") and until the Bank's actual receipt of such Notification, the Customer shall remain responsible for any and all use of the Online Application Webpage by unauthorized persons or for unauthorised purposes. Upon confirmation of the authenticity of such Notification to the satisfaction of the Bank, the Bank may at the Customer's cost suspend the use of the Customer's Accounts and other related Services that is applied for and/or obtained through the Online Application Webpage. If the Customer acts fraudulently or with negligence, he/she shall remain wholly responsible for all losses and damages arising out of or in connection with the use of any of the Online Application Webpage and the Content by any unauthorised third party.

6. Disclaimers

6.1 While the Bank makes reasonable efforts to provide the Online Application Webpage, the Customer acknowledges that the Online Application Webpage may not be available for use at all times, and is subject to (including but not limited to) interruption, failure of hardware or software, errors, transmission blackouts, delayed transmissions due to internet traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. The Bank will not be liable for any failure to provide those services, in part or in full, due to any abnormal and unforeseen circumstances beyond the Bank's control and the consequences of which would have been unavoidable despite all efforts to the contrary.

6.2 The Bank is not liable for any loss, damage or expense of any kind incurred or suffered by the Customer arising from or in connection with the Customer's use of or inability to use the Online Application Webpage, unless it is caused by the gross negligence or wilful default on the Bank's part or on the part of the Bank's employees or agents.

6.3 The Customer's use of the Online Application Webpage is wholly at his/her own risk. The Online Application Webpage is provided on an "as is" basis with no representation, guarantee or agreement of any kind as to its functionality.

6.4 The Online Application Webpage may provide a range of Content. The Customer acknowledges that such information has not been investigated, verified, monitored or endorsed by the Bank. The Bank does not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of the Content nor bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information, regardless of whether the Content is provided by the Bank or a third party.

6.5 The Bank does not represent or warrant that viruses or other destructive properties will not be transmitted or that the Customer's device will not be damaged during the Customer's use of the Online Application Webpage. The Customer is solely responsible for ensuring adequate protection and back-up of the device and/or any data within such device, taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties and to prevent the transmission of such computer viruses or destructive properties to the Customer's device and for maintaining a means external to the Online Application Service for the reconstruction of lost Data. If the Customer's use of the Online Application Webpage results in the need for servicing or replacing property, material, equipment or Data, the Customer agrees that the Bank will not be liable for any such costs.

6.6 The Bank makes no representations or warranties as to the accuracy, functionality or performance of any third party software used in connection with the Online Application Webpage or the compatibility of any particular device with the Online Application Webpage. The Customer is solely responsible for ensuring that the Customer's devices meet the system requirements specified by such third party or by the Bank. The Bank shall not be liable to the Customer for any damage or alteration to the Customer's device as a result of the installation or use of the Online Application Webpage.

6.7 Customer is solely responsible for the accuracy and completeness of any Information and Document submitted and the Bank shall not be responsible to check or verify the same and that the Bank shall not be liable for any losses or damages suffered by the Customer arising from any inaccuracies or omissions of any Information.

6.8 Unless the Bank otherwise agrees in writing, the Bank shall be under no duty to verify the identity or authority of the person using the Online Application Webpage apart from verifying the Identifier (including the Hong Kong mobile phone number that receives SMS-based One Time Password (OTP)), the e-mail-based OTP or secret code (if applicable) of the Customer submitted by the Customer.

6.9 Any submission of Information or Documents under the Online Application Webpage shall not be deemed given and/or received by the Bank unless given in such manner as prescribed by the Bank from time to time and actually received by the Bank. It is also the duty of the Customer to enquire with the Bank whether or not the submission of Information or Documents are received by the Bank.

6.10 Unless due to the gross negligence, willful default or fraud of the Bank, its officers or employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising or resulting directly and solely therefrom, the Bank will not assume any liability or responsibility whatsoever to the Customer or any other person for the consequences arising from or in connection with:

6.10.1 access to and use of the Online Application Webpage and/or access to any Content as a result of such access and/or use by the Customer or any other person of the Online Application Webpage, whether or not authorised;

6.10.2 any interruption, interception, suspension, delay, loss, unavailability, defect or other failure in providing the Online Application Service, in transmitting Content relating to the Online Application Service or submitting or receiving the Information or Documents caused by any acts, omissions, events or circumstances beyond the reasonable control of the Bank, including but not limited to, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and

6.10.3 transmission, posting and/or storage of any Content, Information and/or Document relating to the Customer, the Online Application Service and/or dealings conducted by the Customer in relation to or pursuant to the Online Application Service through or in any system, equipment or instrument of any communication network provider.

6.11 The Customer agrees that neither the Bank nor any information provider shall be deemed an investment adviser or other professional to the Customer. It is the Customer's sole responsibility to seek or determine market information and to seek independent professional advice on financial, investment, technical, legal, tax and other issues in connection with the access to and/or use of the Online Application Webpage.

6.12 All Content will be made available on an "as is" basis and for reference purposes only. The Bank does not endorse or express any comment on any Content supplied by third party information providers nor does it assume any duty to check or verify such Content.

6.13 Notwithstanding any other terms under these Specific Terms, neither the Bank nor any other information or service provider shall in any circumstances be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages, including but not limited to, any loss of use, revenue, profits or savings.

7. Personal Data

7.1 The Customer acknowledges and agrees that his/her use of the Online Application Webpage will be governed by the "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data" and "Privacy Policy Statement" available on the Bank's website. The Customer understands that the "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data" and "Privacy Policy Statement" contains the Bank's policies and practices from time to time in force relating to personal data, including but not limited to its collection, use, possession, dispatch, transmission, access and correct and other matters incidental thereto and authorize the Bank to do so. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the group companies of the Bank unless (a)

otherwise required or permitted by any Applicable Law, regulation or request of any public or regulatory authority, or (b) disclosure is required for the purposes of preventing fraud, or (c) the Bank deems disclosure necessary to provide the Online Application Service.

8. Intellectual Property

8.1 The Customer acknowledges and agrees that any part of the Content is (i) a trade secret, (ii) confidential and (iii) the proprietary property of the Bank and the relevant information providers. The Customer further acknowledges and agrees that such Content is subject to any Applicable Law relating to copyright and/or other intellectual property rights of the Bank or any relevant third party (“Intellectual Property Rights”).

8.2 Unless the Customer is (i) expressly authorised by the Bank in writing or (ii) compelled by law and with prior written notice to the Bank, the Customer shall not, without the prior written consent of the Bank, participate in or permit any third party to:

8.2.1 sell, transfer, disclose, assign, publish, convey, lease, sub-lease, share, loan, transmit, duplicate, reproduce, distribute, broadcast, cablecast, display, publicly perform, download, put in circulation, prepare derivative works based on, repost or otherwise use, provide or disseminate any of the Content in any way for any purpose; or

8.2.2 remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Content, including but not limited to any trademark or copyright notice; or

8.2.3 use any Content on any other website, mobile Apps or in a networked computer environment for any purpose; or

8.2.4 decompile or attempt to decompile, reverse engineer, translate, convert, adapt, alter, modify, enhance, add to, delete, or in any way tamper with, or gain unauthorised access to, any part of the Content, and/or the Online Application Service; or

8.2.5 contravene any Applicable Law or otherwise infringe the Intellectual Property Rights of any party in accessing and/or using the Content, and/or the Online Application Service.

8.3 The Customer agrees that all rights, benefits, title and interest in and relating to the Content and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the relevant information providers. Nothing in the Terms or in the Customer’s use of the Online Application Service will (i) confer or transfer any Intellectual Property Rights to the Customer, (ii) provide the Customer with a licence to exercise any Intellectual Property Rights or (iii) otherwise enable the Customer to acquire any right with respect to the Content, unless it is expressly stated to the contrary. The Customer shall not make any representation or do any act which may be taken to indicate or otherwise imply that the Customer has any such right, benefit, title or interest.

8.4 The Customer acknowledges and agrees that the Bank and any information or service provider may, from time to time, upon giving the Customer reasonable prior notice, impose certain conditions upon

the availability of any part of the Content that they supply. The Customer acknowledges and agrees that the Customer's continued access to, or the availability to the Customer of such Content after the relevant effective date of such conditions constitutes the Customer's acceptance of those conditions.

9. Liability of the customer

9.1 The Customer will be fully responsible and liable for all consequences arising from and/or in connection with the access to and use of the Online Application Service (including but not limited to submitting any application) and/or access to any Content by any person, whether or not authorised by the Customer.

9.2 Without prejudice to any other terms, if the Customer acts fraudulently or with negligence, he/she shall fully indemnify and keep fully harmless the Bank and its subsidiaries, affiliates, officers, employees and agents against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including but not limited to legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against the Bank in connection with the provision of the Online Application Service and/or access to the Content, and/or the exercise or preservation of the Bank's powers and rights under these Specific Terms.

10. Miscellaneous

10.1 A waiver by the Bank of any provision of these Specific Terms will not be effective unless given in writing and only to the extent that it is expressly stated to be given.

10.2 No forbearance, neglect or waiver by the Bank in the enforcement of any of these Specific Terms shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by the Bank does not preclude further exercise of that power or right or the exercise of any other power or right.

10.3 The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer uses the Online Application Service on or after the effective date. The Bank reserves the right to charge fees and to revise such fees in relation to the use of the Online Application Service.