

4 June 2024

Fubon Bank (Hong Kong) Limited

Notice of Amendment to “Terms and Conditions for Fubon Bank Electronic Fund Trading Service”

With effect from 6 June 2024 (“Effective Date”), Fubon Bank (Hong Kong) Limited (the “Bank”) will revise (revised contents are underlined below) the existing “Terms and Conditions for Fubon Bank Electronic Fund Trading Service”, details are as follows:

Clause	Amendment(s)
Part A	Remove section name of “Part A”
2. Definitions	<p>2. Definitions</p> <p>A new definition of “Authentication Factor” is added, and the definitions of “Login Password” and “Access Codes” are revised as follows. Other existing definitions will remain unchanged.</p> <p>“Authentication Factor” means a method to confirm a customer’s identity using Login Password, SMS-based One Time Password, Biometrics, Mobile Security Key, Security Device, etc.;</p> <p>“Login Password” means the Applicant’s personal password used in conjunction with the User ID to gain access to the Service;</p> <p>Remove the definition of “Access Codes”</p>
6. Access and use the Service	<p>6. Access and use the Service</p> <p>Clauses 6.3, 6.3.2, and 6.4 are revised as follows. Other existing clauses will remain unchanged.</p> <p>6.3 The Applicant shall take all reasonable steps to keep all User Name, Password, Identifier, Two-factor Authentication device and the Security Code (SMS-based One Time Password (OTP)) and any other device or <u>authentication factors</u> secret code (if applicable) used for accessing the Platform via e-banking Service safe, secure safe and secret to prevent fraud. In particular, the Customer and, where applicable, the Authorized e-Banking User shall:</p> <p>6.3.2 not allow any other person to use any User Name, Password, Identifier, Two-factor Authentication device, <u>and/or the Security Code and/or other authentication factors;</u></p>

	<p>6.4 The Applicant is responsible for the confidentiality and use of <u>authentication factors</u> Access Code and any other <u>devices</u> passwords that are provided by the Bank or which the Applicant may set in relation to the Platform. The Applicant acknowledges and accepts that any person who gains access to or acquires knowledge of the Applicant's <u>authentication factors</u> Access Codes or <u>device</u> password will be able to access the Service and give Instruction to the Bank in respect of the Applicant's Account(s), including but not limited to placing orders, withdrawing or otherwise dealing with the Applicant's funds. The Applicant must take appropriate measures to safeguard the <u>authentication factors</u> Access Code or <u>device</u> password as prescribed by the Bank from time to time. The Applicant agrees to hold the Bank fully indemnified against all losses, damages, costs and expenses (including professional and legal costs) if any person other than the Applicant gains access or acquires knowledge of the Applicant's <u>authentication factors</u> Access Code or <u>device</u> password. The Bank will not be responsible for any losses arising out of any unauthorized Transaction due to such reason. Upon becoming aware of a breach of security, the Applicant must immediately notify the Bank and suspend the use of the Service.</p>
<p>7. Instructions</p>	<p>7. Instructions</p> <p>Clauses 7.1 and 7.2 are revised as follows. Other existing clauses will remain unchanged.</p> <p>7.1 The Applicant consent to using the channel or Facilities as prescribed or provided by the Bank for communication or transmission of data or information. The Applicant hereby consent to the use of electronic means for the purposes of giving instructions to and other communications with the Bank (including giving instruction via <u>the Service</u>). The Bank shall be entitled to accept and rely on all Instructions, notices or other communications (including but not limited to phone, in person or such other means of acceptable channel of communications subject to completion of the verification and validation procedures as prescribed by the Bank from time to time), which are given in accordance with arrangements of the <u>authentication factors</u> Access Code for access and to use the Service or which the Bank reasonably believes to be genuine and the Applicant shall be responsible for an be bound by all such Instructions or communications.</p> <p>7.2 The Applicant is obliged to check that such order has been correctly acknowledged by the Bank after placing any order via the Platform. Once given, any Instruction may not be amended, cancelled or withdrawn. The Applicant irrevocably authorize the Bank to accept such electronic instructions and other communication from the Applicant. All Instructions shall be irrevocable and binding on the Applicant whether given by the Applicant or by any other person purporting to be acting on</p>

	behalf of the Applicant. The Bank shall have no obligation or duty to verify the authenticity of any Instruction or the identity or authority of any person giving any Instruction, other than to verify any one of the <u>authentication factors</u> Access Code or password .
--	--

Please note that the above amendments set out in this notice shall be binding on the customer if the customer continue to use or retain the account(s) and / or service(s) on or after the Effective Date. If the customer does not accept the above amendments, the customer has the right to notify the Bank to terminate the account(s) and / or service(s) in accordance with the relevant clauses under the existing “Terms and Conditions for Fubon Bank Electronic Fund Trading Service” before the Effective Date. Please also note that the Bank may not be able to continue providing the relevant services to customer if customer does not accept the changes set out in this notice.

For the revised “Terms and Conditions for Fubon Bank Electronic Fund Trading Service”, please visit any of our branches or our website (the Bank’s website > Personal> Investment> Investment Fund Services> Investment Fund Services> Terms and Conditions for Fubon Bank Electronic Fund Trading Service) from 6 June 2024. The existing “Terms and Conditions for Fubon Bank Electronic Fund Trading Service” is available from the above website or any of our branches until 5 June 2024. Also, customer may download this amendment notice from our website (the Bank’s website > NOTICES) on or before 30 Sep 2024. Customer may not be able to access or download the existing “Terms and Conditions for Fubon Bank Electronic Fund Trading Service” and this amendment notice after the relevant date(s).

Should you have any enquiries, please call our Integrated Customer Service Hotline at 2566 8181 (Press 3 after selection of language) during the office hours*.

Fubon Bank (Hong Kong) Limited

Remarks: The Bank reserves the right to revise and / or introduce any terms and conditions of various services from time to time. Should there be any inconsistency between the English and Chinese versions of this Notice, the English version shall prevail.

* Monday to Friday: 9am to 7pm, Saturday: 9am to 1pm (except public holidays)