

10 November 2017

Dear Valued Customer,

**Re: Notice of Amendments to “Terms and Conditions for SCB JETCO Pay Service”**

Thank you for choosing our SCB JETCO Pay Service. We would like to inform you that effective from 26 November 2017 (the “Effective Date”), the “Terms and Conditions for SCB JETCO Pay Service” will be revised.

A summary of major amendments can be found in the attached Annexure I. You can also browse our website [www.shacombank.com.hk](http://www.shacombank.com.hk) or [click here](#) to read the relevant revised Terms and Conditions.

Please note that the above amendments shall be binding on you if you continue to use or retain the service after the Effective Date. If you do not accept the above amendments, we shall not be able to continue providing services to you and you can notify the Bank for termination of service before the Effective Date.

Should you have any enquiry, please call our Customer Service Hotline on 2818 0282 or visit any of our branches.

Yours faithfully,

Shanghai Commercial Bank Limited

Enclosures: Annexure I

This is a computer-generated printout and no signature is required. In case of inconsistency between the English and Chinese versions of this letter, the English version shall prevail.

## Annexure I:

### Summary of Major Amendments to “Terms and Conditions for SCB JETCO Pay Service” (the “Terms and Conditions”)

For your easy reference, we have set out below a summary of the major amendments to the Terms and Conditions. In the event of conflict between the summary and the revised Terms and Conditions, the latter shall prevail.

Affected Clause	Amendment
1.2 (Newly added and numbered)	<p>The following clause shall be newly added and numbered as clause 1.2 respectively:</p> <p>1.2 For improving the quality and extending the scope of this Service, funds will also be transferrable through this Service from or to banks which offer their own P2P payment services.</p> <p>(Due to the addition of the above clause, the existing clauses 1.2 to 1.5 shall be renumbered as clauses 1.3 to 1.6 respectively.)</p>
2.1 (Amended)	<p>The existing clause 2.1 shall be amended as follows:</p> <p>2.1 After successful application of this Service, any of the Customer’s bank accounts eligible for sending money or collecting money by this Service is required to be registered through the App. Each of the Customer’s Hong Kong mobile number (“Registered Mobile Number”) is only eligible to link with one eligible bank account under the Customer’s name in the Bank (“Registered Bank Account”). The Registered Bank Account will then be linked with the Registered Mobile Number. The Customer undertakes to ensure that the Customer is the legal and actual owner of the Registered Mobile Number (and the mobile phone) for using this Service. Registered Bank Account and Mobile PIN can both be changed anytime through the App with immediate effect.</p>
2.5 (Newly added and numbered)	<p>A new clause 2.5 shall be added as follows:</p> <p>2.5 The Customer’s mobile number is only capable of linking one bank account in the App for collecting money and/or paying requests by using this Service. The Customer must ensure that only one bank account has been set as the designated bank account for collecting money and/or paying requests through this Service.</p> <p>(Due to the addition of the above clause, the existing clauses 2.5 to 2.7 shall be renumbered as clauses 2.6 to 2.8 respectively.)</p>
2.7 (Amended)	<p>The renumbered clause 2.7 shall be amended as follows:</p> <p>2.7 Notification messages will be sent to the Customer through the App from time to time for alerting the Customer on any security or precautionary measures. Such messages if successfully sent will be deemed having reached the Customer simultaneously and therefore effective. The Customer must not deactivate the notification function of the App to receive such messages.</p>
3.1 (Amended)	<p>The existing clause 3.1 shall be amended as follows:</p> <p>3.1 Customer will be able to send money through this Service from the Registered Bank Account to any persons by their local mobile number, which number will be used by our Bank as the identity of the receivers in this Service. For those not having registered for this Service with either the Bank or other JETCO Pay service providers, a SMS notification will be sent to them informing them to register for the JETCO Pay service to collect money. If the receiver fails to register and confirm collection of the money within 7 calendar days (including Saturday, Sunday and public holiday(s)) after the notification is sent, no “Send Money” instruction shall be executed and the money will be returned to the Customer.</p> <p>The Customer is solely responsible for the completeness and accuracy of the information of the receiver(s) provided by the Customer in this Service. The Customer can also add or remove any receiver(s) in the Service through the App. The Bank and/or JETCO shall under no circumstances be liable for any consequences if the information of the receiver(s) provided by the Customer in this Service is incorrect.</p> <p>The Customer’s instruction to send money would only be executed when there is sufficient fund in the Registered Bank Account and the Registered Bank Account is</p>

	not under irregularity status, including but not limited to suspension.
3.2 (Amended)	<p>The existing clause 3.2 shall be amended as follows:</p> <p>3.2 After providing receiver's information and amount to be sent, the App shall show the Customer those information again for verification. The Customer must check all such information with due care before confirming the transaction. In case of any doubt, the Customer must cancel the instruction of send money at once.</p>
3.3 (Newly added and numbered)	<p>A new clause 3.3 shall be added as follows:</p> <p>3.3 If the masked name of the receiver is displayed in the confirmation screen, money will be directly deposited in the bank account of the receiver for this transaction. In other cases, the receiver needs to confirms money collection for this transaction.</p> <p>(Due to the addition of the above clause, the existing clauses 3.3 to 3.6 shall be renumbered as clauses 3.4 to 3.7 respectively)</p>
3.4 (Amended)	<p>The renumbered clause 3.4 shall be amended as follows:</p> <p>3.4 If the masked name of the receiver is not displayed in the confirmation screen, an option is available for the Customer to send money with an additional sender code generated for the receiver to verify the authenticity of the Customer's instructions. The Customer can send this code through SMS notification, WhatsApp, email, by phone or any method to the receiver for him/her to input the code for collection. If the receiver fails to confirm collection of the money within 7 calendar days (including Saturday, Sunday and public holiday(s)) after the "Send Money" instruction is initiated, no "Send Money" instruction shall be executed and the money will be returned to the Customer.</p>
3.5 (Amended)	<p>The renumbered clause 3.5 shall be amended as follows:</p> <p>3.5 Once the "Confirm" button is pressed, the Customer has confirmed that all information input is correct and the Customer has conclusively authorised the Bank to debit the specified amount from the Registered Bank Account for sending money.</p>
3.6 (Amended)	<p>The renumbered clause 3.6 shall be amended as follows:</p> <p>3.6 The Customer's instructions shall be absolute and irrevocable for this Service. The Customer acknowledges that such instructions shall be final and conclusive and no further corrections, amendments and/or additions shall be possible. The Customer shall be fully responsible for any instruction given.</p>
4.1 (Amended)	<p>The existing clause 4.1 shall be amended as follows:</p> <p>4.1 Once the Customer has registered for this Service, a notification message will be sent to the Customer by the App whenever money is sent to the Customer through this Service mentioning (A) the money has been deposited in the Customer's bank account or, (B) the money is pending for the Customer's collection.</p>
4.2 (Newly added and numbered)	<p>A new clause 4.2 shall be added as follows:</p> <p>4.2 In case of situation (A),</p> <ul style="list-style-type: none"> <li>• The Bank will credit the money to the Customer's account for collecting money immediately in accordance with the Bank's applicable practice.</li> <li>• If any money is credited to the Customer's account by mistake, the Customer must notify us and return us the money concerned as soon as possible. The Bank and/or JETCO shall under no circumstances be liable for any consequences for the Customer to collect the money by mistake.</li> </ul> <p>(Due to the addition of the above clause, the existing clauses 4.2 shall be renumbered as clauses 4.3 accordingly.)</p>
4.3 (Amended)	<p>The renumbered clause 4.3 shall be amended as follows:</p> <p>4.3 In case of situation (B),</p> <ul style="list-style-type: none"> <li>• The Customer will be required to review the transaction detail of that particular transaction for collecting money or the Customer can simply reject the collection.</li> <li>• Once the Customer confirms having collected the money, the instructions concerned will be treated as fully executed. The Customer acknowledges and is well aware that the instructions involve collecting money from other bank account to the Customer's account for collecting money. The Bank will credit the money</li> </ul>

	<p>to the Customer’s account for collecting money immediately in accordance with the Bank’s applicable practice.</p> <ul style="list-style-type: none"> <li>• If the Customer fails to confirm collection of the money within 7 calendar days (including Saturday, Sunday and public holiday(s)) after the notification is sent, no “Send Money” instruction shall be executed and the money will be returned to the sender.</li> <li>• Sender has an option to send money to the Customer with an additional sender code for verification purpose. This code will be sent to the Customer through SMS notification, WhatsApp, email, by phone or any other method made by the sender in person.</li> <li>• Upon confirmation to collect money, it will be essential for the Customer to ensure the sender’s information (including the mobile number, payment amount or, if a reference is required by the sender) is correct.</li> <li>• Having agreed to these Terms and Conditions and confirmed to collect money, the Customer has also confirmed that the Customer is the correct receiver of the transaction. If any money is collected by the Customer by mistake, the Customer must notify the Bank and return the money concerned to the Bank as soon as possible. The Bank and/or JETCO shall under no circumstances be liable for any consequences for the Customer to collect the money by mistake.</li> </ul>
<p>5 (Newly added and numbered)</p>	<p>A new clause 5 shall be added as follows:</p> <p>5. Request Money</p> <p>5.1 “Request Money” will be a feature where the Customer can create a request for payment to the person(s) the Customer wants to receive money from. The Customer will be able to add the Customer’s designated payer(s), the amount the Customer requests and a subject using the function “Send Money Request”. A mere money request made to the payer does not constitute a payment.</p> <p>5.2 Once a request has been made, the Customer’s designated payer(s) will receive a notification of such request and such request will be expired after 14 days. The Customer can create a request again if the original request expires. The Customer will receive notification when the Customer’s payer(s) have made a payment in response to the request.</p> <p>5.3 If someone has sent the Customer a request for money, the Customer will receive a notification in the App. When the Customer taps on the notification, it will present the Customer further instructions on how to proceed with a payment.</p> <p>5.4 The Customer will make payment in response to a money request from the account for paying requests through this Service.</p> <p>5.5 Before making a payment in response to a money request, please make sure that:</p> <ul style="list-style-type: none"> <li>• The Money Request is genuine and valid - that the payment requester is the person with legitimate intent on such request; and</li> <li>• The payment amount is correct - that the Customer wants to pay or are obliged to pay in full the amount shown.</li> </ul> <p>If the Customer is unsure, do not proceed with the payment.</p> <p>5.6 Similar to a normal P2P payment, payment made in response to a money request is irreversible.</p> <p>5.7 The Customer can disallow other people to send money request to the Customer through the App by using the “Block friend” function in the App. The Customer can choose to block requests from all the Customer’s contacts or specify the ones the Customer wants to block.</p> <p>5.8 The Customer agrees to use “Request Money” function for legitimate and lawful purposes. The Bank reserves the right to suspend or terminate the Customer’s registration if the Customer is in breach of this clause.</p> <p>(Due to the addition of the above clause, the existing clauses 5.1 to 13.5 shall be renumbered as clauses 6.1 to 14.5 respectively.)</p>
<p>6.1 (Amended)</p>	<p>The renumbered clause 6.1 shall be amended as follows:</p> <p>6.1 While the Bank together with JETCO shall make all reasonable efforts to provide</p>

	<p>high quality services, the Bank and JETCO shall not be responsible for any liabilities in any manner should there be any failure on the Bank's and JETCO's part in compliance of these Terms and Conditions provided that:</p> <ul style="list-style-type: none"> <li>• Such failures occur in unusual and unforeseeable circumstances beyond the Bank's and JETCO's control whose consequences would not have been avoided even if all reasonable efforts had been made for their prevention; or</li> <li>• The Bank and/or JETCO are prohibited by any applicable laws and/or regulations, regulatory authority, competent court of law or governmental body to comply with these Terms and Conditions.</li> </ul>
8.3 (Amended)	<p>The renumbered clause 8.3 shall be amended as follows:</p> <p>8.3 The Bank have the right to reactivate this Service for the Customer once the Bank is satisfied with the Customer's account status, including but not limited the following grounds does not exist:</p> <ul style="list-style-type: none"> <li>• The Bank has reasonable grounds to believe that the security of the Customer's registration details is at risk;</li> <li>• It is appropriate to cease the Service for the Customer's own protection;</li> <li>• The Bank has reasonable grounds to believe that the Customer's registration has been used in relation to fraudulent or illegal activities; and</li> <li>• The Bank is required to cease the Service by any applicable laws and/or regulations, regulatory authority, competent court of law or governmental body.</li> </ul>
8.5 (Amended)	<p>The renumbered clause 8.5 shall be amended as follows:</p> <p>8.5 The Bank reserves the right, at any time, with or without notice, to suspend all or part of this Service to carry out scheduled and unscheduled system maintenance, upgrading, testing and/or repairs; or if the Bank determines that the Customer has breached any of these Terms and Conditions or the Service Conditions.</p>
9.2 (Amended)	<p>The renumbered clause 9.2 shall be amended as follows:</p> <p>9.2 Provided that the Bank has not been negligent, fraudulent or in willful default and having acted in good faith and with due diligence and also complied with the obligations under these Terms and Conditions, any transaction effected by the Bank pursuant to or as a result of any instructions initiated by the Customer with the correct registration and Mobile PIN shall be legally binding on Customer.</p>
9.3 (Amended)	<p>The renumbered clause 9.3 shall be amended as follows:</p> <p>9.3 The Customer acknowledges that there are risks inherent in using this Service but agrees that the benefits justify these risks and the Customer shall waive any claim the Customer might have against the Bank and/or JETCO because of any of the following reasons:</p> <ul style="list-style-type: none"> <li>• Any losses or damages suffered by the Customer arising from or in connection with the operation of such services in any manner;</li> <li>• Any failure by the Customer to update the Registered Mobile Number and/or other information of the designated recipient(s) under this Service;</li> <li>• Any failure of systems or equipment (whether or not provided by the Bank and/or JETCO) including telecommunications services and facilities;</li> <li>• The Bank's acceptance of any unauthorized instructions which appear (or which the Bank believes) to be from the Customer;</li> <li>• Delays in the implementation of instructions from the Customer;</li> <li>• Delays in delivery or availability of, or failure to deliver or make available, any part of this Service;</li> <li>• Delays in despatch or delivery of, or failure to despatch or deliver, any notice or information provided or requested via this Service or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice;</li> <li>• Customer's failure to use this Service in accordance these Terms and Conditions;</li> <li>• Customer's reliance, use or otherwise acting upon any information or materials</li> </ul>

	<p>provided via this Service;</p> <ul style="list-style-type: none"> <li>• Any inaccuracy, incompleteness and/or incorrect information of the Registered Mobile Number and the Registered Bank Account which will also apply to any information of the receiver(s) provided by the Customer in this Service; or</li> <li>• Inability to receive any SMS notification and/or notification message in time through this Service.</li> </ul> <p>Unless the Bank and/or JETCO has been negligent, fraudulent or in willful default, under no circumstances will the Bank and/or JETCO be liable to the Customer for any losses (and/or costs) the Customer may suffer or arising from any of the above circumstances.</p>
9.5 (Amended)	<p>The renumbered clause 9.5 shall be amended as follows:</p> <p>9.5 Notwithstanding all provisions of these Terms and Conditions, should there be no gross negligence or fraud on the part of the Customer while the Customer having acted in good faith with due diligence and having fully complied with all obligations under all the said provisions, the Customer will not be liable for any unauthorized transaction performed and/or executed through this Service due to:</p> <ul style="list-style-type: none"> <li>• A computer crime not having been prevented by the security system of the Bank and/or JETCO;</li> <li>• Any human or systemic error caused solely by the Bank and/or JETCO, resulted in any improper transaction, by which money has been lost or misplaced; or</li> <li>• Any omission or misdirection of money sent caused solely by the Bank and/or JETCO.</li> </ul> <p>The Bank's liability for any particular incident or series of related incidences shall, in any event, not exceed the amount of the relevant transaction or instruction (or series of relevant transactions or instructions) or the amount of direct damages suffered by the Customer, whichever is lower.</p>
11.3 (Amended)	<p>The renumbered clause 11.3 shall be amended as follows:</p> <p>11.3 The provisions of section 14.4 will apply to the terms and conditions for the fees (if any) set out in section 11.1 above.</p>
13.1 (Amended)	<p>The renumbered clause 13.1 shall be amended as follows:</p> <p>13.1 The Bank and other parties (as applicable) own the trademarks, trade names, logos and service marks ("Trademarks") that are used or displayed on this Service. The Customer is not allowed to use any Trademarks used or displayed in this Service without the written consent of the Bank or such other parties.</p>
14.1 (Amended)	<p>The renumbered clause 14.1 shall be amended as follows:</p> <p>14.1 These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong S.A.R."), and any dispute is subject to the exclusive jurisdiction of the Courts of Hong Kong S.A.R.</p>