

General Descriptive Information of Services

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上海商業銀行
SHANGHAI COMMERCIAL BANK

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1 Introduction

Objectives

This booklet is compiled in accordance with the “Code of Banking Practice¹” issued to all authorized financial institutions by the Hong Kong Association of Banks and The Hong Kong Association of Restricted License Banks and Deposit-taking Companies to enhance transparency in the provision of banking services.

The main contents of this booklet include:

- (i) The standards to be observed by Shanghai Commercial Bank Ltd. (hereinafter referred as “the Bank”) when providing services to personal customers.
- (ii) Matters requiring customers’ attention when applying for or using banking services.

1.1 Terms and Conditions

- 1.1.1 Prior to applying for any service, customers should read and understand the details of the relevant terms and conditions provided by the Bank.
- 1.1.2 The Bank may revise the terms and conditions at any time when appropriate. Revisions related to fees and charges, obligations or liabilities of customers shall be notified to customers at least 30 days before taking effect.
- 1.1.3 Notice of revisions shall be displayed at the banking halls of all branches, posted on the Bank’s websites² or sent by post.
- 1.1.4 Customers may refuse to accept any revised terms and conditions within a reasonable period of time by terminating the related service. The Bank may consider refund of fees received (in full or in part) where appropriate.

1.2 Fees and Charges

- 1.2.1 The Bank has established fees and charges for the services provided.
- 1.2.2 The detailed fees and charges are listed in the “Banking Service Charges” which is available at the banking halls of all branches as well as on the Bank’s websites.
- 1.2.3 For other fees and charges not covered in the “Banking Service Charges”, they will be provided at the time services are provided or on request.

1.3 Customer Feedback and Complaints

Customers are welcome to send feedback to us in order to further enhance our service quality. To lodge a complaint, customers may call the Bank’s Customer Feedback / Complaint Hotline (2525 9495) or complete the Customer Suggestion Form.

¹ To request for a copy of the “Code of Banking Practice”, please contact bank staff for more information or access the website of Hong Kong Association of Banks.

² www.shacombank.com.hk or www.shacomsecurities.com.hk

2 Customer Data Protection

- 2.1 To gain a better understanding of the Bank's policies concerning customer data protection, customers may request a copy of the "Privacy Policy Statement" and the "Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data" at any branches or from the Bank's website. When visiting our websites, customers should read our "Internet Privacy Policy Statement" as well.
- 2.2 It is the Bank's policy to treat customers' data as private and confidential. The Bank would also observe all provisions of Personal Data (Privacy) Ordinance and ensure compliance of them at all times.

3 Deposit Accounts

3.1 Opening an Account

- 3.1.1 To open a personal or joint account, account holder(s) and the authorized signatory(ies) must:
- Provide his/her Hong Kong identity card, passport or other identification documents acceptable to the Bank for verification.
Provide personal information with documentation (if necessary), including but not limited to occupation information, account activities, correspondence address, contact number etc, for the provision of services and customer due diligence.
 - In case the account holder(s) authorize third parties to operate his/her account, the authorized signatory(ies) must provide his/her Hong Kong identity card, passport or other identification documents for verification.
 - Sign the Application Form for Bank Accounts and Services (Personal) and other documents required to open an account.
- 3.1.2 The Bank shall, upon the request of customer, provide the rationale for why the Bank has requested for such information when opening an account.
- 3.1.3 Unsuccessful applicants may contact the Bank.

3.2 Closing an Account

- 3.2.1 Customers and/or their authorized signatory(ies) who choose on their own accord to close their accounts must notify the Bank in writing together with the disposal instructions of the outstanding balance.
- 3.2.2 All indebtedness, payable interest, handling fees and other expenses due to the Bank must be settled before closing the accounts. "Checking Account" holders have to return unused cheques to the Bank for cancellation.
- 3.2.3 The Bank has the right to close the accounts not meeting its standards. Under such circumstances, the Bank shall send a written notice to the latest correspondence address provided by the customer advising the closure within a reasonable period of time.
- 3.2.4 After deducting all indebtedness, payable interest, handling fees and other expenses due to the Bank, the Bank shall send the account holder a cashier's order for the closing balance to the latest correspondence address provided.
- 3.2.5 Before closure of bank accounts, customers should download and store non-paper based statements of account, if applicable, for record purposes. Customers will no longer be able to access their statements after closure of the accounts.
- 3.2.6 Under exceptional circumstances, for example, where the account is being used or is suspected of being used for illegal activities, the Bank may immediately close the account without prior notice.

3.3 Operation of Accounts

- 3.3.1 Customers must check carefully all account records received from the Bank. Any unauthorized or incorrect transactions must be reported to the Bank in writing within 90 days after receiving the relevant passbook, deposit receipt/confirmation or 90 days from the statement date (60 days in case of credit card accounts). Unless the Bank shall have received such notice within the

notification period, the records shall be conclusively binding on the Customer and considered as correct.

- 3.3.2 The advices, statements, books, records and confirmations of the Bank (including but not limited to any tape recording computer data records and any handwritten information recorded by the bank's staff in the course of their dealing with the Customer) save for manifest error shall be conclusive and binding on the Customer for all purposes and in all courts of law or equity.

3.4 Right of Set-off

- 3.4.1 The Bank has the right of set-off over credit and debit balances in different accounts of the customer. The Bank shall advise the customer promptly after the transaction.
- 3.4.2 The Bank also has the right to set-off credit balance in the customer's personal account against the debt in other accounts which may be jointly held by the customer and other third party.
- 3.4.3 The Bank also has the right to set-off credit balance of a joint account against the debit balance in other accounts, which may be held by one or more of the holders of the joint account.
- 3.4.4 For the purpose of this provision, bank accounts include all accounts opened with the Bank regardless of (a) any branch or the location where the account is opened or kept; (b) the nature of the account and (c) the currency in which the account is maintained.
- 3.4.5 For avoidance of doubt, such right of set-off can be exercised by the Bank at any time without notice for any liabilities due to the Bank by (a) any account holder or (b) one or more of the holders of the joint account whether such liabilities be present, future, actual, contingent, primary or collateral.

3.5 Interest Rates

- 3.5.1 Interest rates on all deposit accounts are quoted on annual basis and may be revised from time to time according to market conditions. Current interest rates can be obtained from the displays in all branches or from the Bank's website. Change of interest rate on deposit accounts will also be advised via the customers' monthly statement.
- 3.5.2 Interest on deposit accounts is calculated as follows:
- "Checking Accounts" do not carry any interest for its outstanding balance;
 - "No Passbook Savings Accounts", "Current Savings Accounts", "Student/Children Savings Accounts" are on simple basis according to the daily closing balance of the account rounding to 2 decimal places and interest will be paid on monthly basis by crediting to the relevant accounts on the 21st day of the month or the next business day should the 21st day be a non-business day;
 - "Fixed Deposit Accounts" are on simple basis rounding to 2 decimal places and interest will be paid upon maturity of each term;
 - "Call Deposit Accounts" are on simple basis according to the daily closing balance of the account rounding to 2 decimal places and interest will be paid upon withdrawal of the deposit;
 - The basis of a 365 days in a year is used for calculation of interest for Hong Kong Dollars, Sterling Pounds and Singapore Dollars deposits, while for other currencies deposits, the basis of a 360 days in a year is used;
 - Different rates of interest will be given depending on the amount of balance maintained in the accounts and the Bank shall have an absolute discretion to classify the amount of balance into tiers with different rates of interests allotted to different tiers;
 - The basis for calculation of interest in leap years is the same as that in ordinary years.

3.6 **Fixed Deposit Accounts**

- 3.6.1 Interest rates on fixed deposit accounts are displayed on the rate board in the banking halls of all branches or the Bank's website. Interest rates set by the Bank are according to market conditions. Interest rates vary according to deposit amount, tenor, currency and institution.
- 3.6.2 Upon maturity, customers may give instructions in writing for renewal or withdrawal of the fixed deposit. The authorized signature must conform to the specimen lodged with the Bank. Interest will be calculated by the prevailing savings interest rate of respective currency after the maturity date of the deposits. The savings interest rate may be subject to change. Please approach our branches for more information.
- 3.6.3 Cash transactions are not available. All transactions of foreign currency fixed deposits (except Renminbi) are to be converted on T/T basis (if applicable).
- 3.6.4 Fixed deposits can only be withdrawn upon maturity except otherwise permitted by the Bank. Fixed deposits so withdrawn may be subject to an interest penalty based on the market interest rates at the time of uplift.
- 3.6.5 Unless otherwise agreed between the customer and the Bank, if the date of maturity of a fixed deposit falls on a day, which is not a business day, the fixed deposit shall be deemed to mature on the succeeding business day.

3.7 **Joint Accounts**

- 3.7.1 Account holders must have a thorough understanding of all the implications specified in the Application Form for Bank Accounts and Services (Personal) relating to the operations and signing arrangement of joint accounts and any transactions entered into by any authorized signatories are binding on all account holders.
- 3.7.2 Each account holders of the joint account is jointly and severally responsible for all cheques or payment instructions issued by either party.
- 3.7.3 Application for change of authorized signatories or signing arrangements in the joint account must be submitted to the Bank in writing by all account holders and a new Application Form for Bank Accounts and Services (Personal) must also be signed and executed by all account holders.
- 3.7.4 Joint account holders are jointly and severally responsible for the repayment of all debts and overdraft in the account as well as interest payable, handling fees and any other expenses so incurred.

3.8 **Others**

- 3.8.1 Should the "Daily Average Consolidated Balance" falls below the requirement, the Bank shall have the right to levy a Below Balance Services Fee on each applicable account. For the details of the calculation of "Daily Average Consolidated Balance" and the Below Balance Services Fee, please refer to the "Banking Service Charges".
- 3.8.2 The initial deposit amount requirement varies according to the type of deposit accounts, details are shown as follows.

| Account Type | Minimum Initial Deposit Amount Requirement |
|--------------|--|
|--------------|--|

| | |
|----------------------------------|--|
| Checking Account | HKD5,000 USD100 GBP1,000 AUD1,000 NZD1,000 CAD1,000 CHF1,000 JPY100,000 EUR1,000 RMB5,000 SGD1,000 |
| No Passbook Savings Account | HKD1,000 USD100 GBP1,000 AUD1,000 NZD1,000 CAD1,000 CHF1,000 JPY100,000 EUR1,000 RMB100 SGD1,000 |
| Passbook Savings Account | HKD100 USD100 |
| Student/Children Savings Account | HKD10 |
| Fixed Deposits Account | HKD1,000 USD5,000 GPB5,000 AUD10,000 NZD10,000 CAD10,000 CHF10,000 JPY1,000,000 EUR5,000 RMB10,000 SGD10,000 |
| Call Deposits Account | HKD500,000 |

3.8.3 The Bank shall have the right to levy a handling fee for account which is closed in less than three months after its opening.

3.8.4 The Bank shall have the right to levy a service charge and/or restrict or impose conditions for accessing the Bank Account and/or using the banking services if the Bank Account remains inactive for 24 consecutive months or such other period as determined by the Bank at its discretion from time to time. The time of inactivity is counted individually for each Bank Account and if no financial transaction is initiated by the account holder(s) for such period as determined by the Bank from time to time, the Bank Account will be considered as an inactive account.

Account holder(s) will be required to visit our branch in person for account reactivation and the Bank reserves its right to close such inactive account.

- 3.8.5 For accounts with zero balance and which have no transaction record in the past three years or above, the Bank shall have the right to close those accounts upon written notification to the account holders.
- 3.8.6 Cut-off time for cheques deposit is displayed in the banking halls. Cheques deposited before cut-off time shall be presented for clearing on the same day and posted to relevant customer accounts. Cheques deposited after the cut-off time shall be treated as cheques deposited on the following business day.
- 3.8.7 The Bank reserves the right not to accept deposit of cheques in foreign currencies. All cheque deposits shall only be available for use upon final collection. Charges and interest incurred in the collection process for either paid or uncollected cheques shall be deducted from customers' account.
- 3.8.8 Availability of funds for cheques deposited in HKD, USD and RMB drawn in local banks through clearing system is shown on a separate leaflet printed by the Bank.
- 3.8.9 All credit and debit items are recorded by way of monthly statement, passbook or deposit confirmation issued by the Bank. No statement shall be issued for accounts, without any transactions since the last statement date (except in June and December)

4 Loans and Overdrafts

- 4.1 The Bank makes credit assessments on all loan and facility applications, reviews or renewals, including the making use of services of credit reference agencies, of which the applicant's ability to repay the loan and credit data are important factors. Upon submission of applications, applicants must fill in their personal data and produce relevant proof of income.
- 4.2 When a loan/facility is approved, the Bank shall issue an offer/facility letter or other documents to the applicant listing all the important terms and conditions. Applicants must read carefully the content of the offer/facility letter or other documents within the specified period of time for their acceptance of the said terms and conditions.
- 4.3 Overdrafts and certain loans granted by the Bank are repayable on demand. The Bank may exercise such right of demand against the borrowers when necessary.
- 4.4 Should customers experience difficulties in settling repayments or installments during the loan period, the Bank should be contacted immediately so that special arrangements may be made.
- 4.5 For late repayments or installments, or accounts overdrawn without prior agreement or that exceed an agreed credit limit, the Bank may charge interest and make other charges according to relevant terms and conditions.
- 4.6 For secured loan customers who fail to repay or make an installment on time, the Bank may dispose of the loan's security according to relevant terms and conditions. For example, in case of a property mortgage loan, the Bank may take possession of and sell the mortgaged property.
- 4.7 In the event of default, the Bank may, at any time without prior notice, combine or consolidate all or any of the accounts held by the borrower solely or jointly with other person(s) and set off any credit balance in any such accounts against the actual or contingent liabilities due to the Bank whether joint or several, present or future, actual or contingent and primary or collateral.
- 4.8 Any person who acts as a guarantor/security provider for a third party to borrow from the Bank is personally liable and jointly liable with the borrower for repaying the loan when the borrower defaults.
- 4.9 Borrowers and guarantors/security providers are required to take note of the "Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data" and other relevant information sheets as provided by the Bank.
- 4.10 When necessary and at the Bank's discretion, the Bank may appoint debt collection agencies to recover any overdue amount against the borrower, guarantor and/or third party security provider and require the borrower, guarantor and/or third party security provider to indemnify the Bank for all the reasonable costs and expenses incurred in the debt recovery process.
- 4.11 The basis of a 365 days in a year is used for calculation of loan interest for Hong Kong Dollars, Sterling Pounds and Singapore Dollars, while for other currencies, the basis of a 360 days in a year is used.
- 4.12 The basis for calculation of interest in leap years is the same as that in ordinary years.

5 Payment Services

5.1 Cheques

5.1.1 Issue cheques

Customers are advised to note the following security measures when issuing cheques:

- It is safer to issue “order” cheques than “bearer” cheques.
“Bearer cheques” are cheques with no named payee, and/or the wording “or bearer” on which not crossed out.
“Order cheques” are cheques with named payee and the wording “or bearer” on which crossed out.
- It is even safer to issue “crossed” cheques.
“Crossed cheques” are cheques marked with two parallel lines (usually at the top left corner) so that the bona-fide holder or payee can only deposit the cheque into account and the collecting bank will collect the proceeds from the paying bank through the clearing system. Cheque holder cannot draw cash from the paying bank.

Issuing “crossed” cheques is an alternative for better protection. For example:

- These cheques cannot be encashed at the paying bank’s counter;
- These cheques must be collected through a bank account, which helps to trace the recipient of the cheque proceeds, if necessary;
- The drawer can specify “not-negotiable” between the crossed lines to ensure proper credit to the account of the designated payee.

Preventing alteration

To reduce the chances of unauthorized alterations on the cheques, customers must pay attention to the following points:

- Use writing tools with permanent ink that will not fade;
- Always complete both the words and figures. Do not leave space in between. The amount described in words should end with “only”. Start the numeral amount as close as possible to the “\$” sign.

5.1.2 Stop payment of cheques

“Checking account” customers may request the Bank in writing to countermand cheques issued (including lost cheques). The request may also be made via telephone, to be followed by a written confirmation. When requesting for countermand payment, customers must provide the Bank with the detailed information including the cheque number, amount, date of issue and the name of the payee, etc. If the cheque has been paid before the Bank receives “stop payment” notification, the transaction will be treated as a payment under normal circumstances, and the customer will be liable for the cheque as issued. The Bank reserves the right to charge the cheque issuer a handling fee for handling countermand cheque. Please refer to “Banking Service Charges” booklet.

5.1.3 Returned cheques

The Bank reserves the right to refuse payment of cheques presented and return same to the presenting parties if they are found to be irregular, e.g. unauthorized alteration, post-dated

(presented for payment before the date on cheque), or out-dated (presented for payment more than 6 months after the date on cheque). The bank reserves the right to charge the customers a handling fee according to the published scale.

5.1.4 Insufficient balance

For cheques drawn but not covered by the balance in the account or in excess of the pre-arranged overdraft limit, the Bank may take the following actions as appropriate:

- Dishonour and return the cheque to the payee or the collecting bank together with an “Unpaid Item Memo” stating reasons the Bank may deem appropriate. A record of the returned cheque will be kept in the Bank. The Bank shall have the right to charge a handling fee for the returned cheque. Please refer to “Banking Service Charges” booklet; or
- Provide temporary overdraft or overdraft in excess of the pre-arranged limit to honour the cheque, and the drawer will be fully responsible to repay the Bank the overdraft amount, interest, handling fees and all other charges so incurred.

5.1.5 Payment of cheque

The Bank shall honour cheques drawn against the customer accounts, and pay the proceeds to the holders of cheques or the presenting banks within the banking hours. Cheques drawn against uncleared items will not be honoured. Please refer to the separate information leaflet regarding funds availability.

Cheques drawn by customers which have been paid through clearing system may, after having been recorded in electronic form, be retained by the collecting bank or clearing house, and afterwards, be destroyed.

5.1.6 Safeguarding of cheques

Customers should also pay close attention to the following when handling their cheque books:

- Always lock up and safeguard the cheque book against fraudulent use;
- Never pre-sign blank cheques;
- Always use crossed cheques to minimize the loss associated with the loss of cheques and fraudulent use;
- Customers should report to the Bank as soon as possible for loss of cheque and stop payment.

5.2 **Remittances**

Details of conditions for remittance transfer are listed in the “Conditions of Transfer”. Customers may refer to it for details.

5.2.1 Outward Remittances

- Methods of Remittance:

Telegraphic Transfer - The Bank tele-advises its agent or correspondent bank to pay funds to the designated payee according to the remittance instructions.

Demand Draft - Customer purchases a demand draft from the Bank and sends it directly to the payee for presenting such in person at the counter of the paying bank or through his/her banker.

To apply for outward remittances, customers need to complete and sign an Application for

Remittance or submit a remittance request through internet banking and the Bank will act according to the instructions therein. The Bank may request customers to produce identification documents or re-confirm the transactions when necessary. If an application could not be effected, the Bank would promptly notify customers.

- Time taken for remittance to reach the destination:
 - Telegraphic Transfer - Due to different time zones of various countries and cut-off times of the receiving banks, time taken for the payee to receive payment varies. For details, please contact the Bank's staff.
 - Demand Draft - Customers may choose to deliver demand draft to overseas payee in person or by mail direct.
- Exchange Rate:

Remittances in foreign currencies against Hong Kong Dollars are charged according to the Bank's prevailing exchange selling rates. Information of exchange rates is displayed on the Electronic Quotation Boards installed at our local branches and available on our website. However, customers should contact the Bank's staff for confirmation of the exchange rates used for the transaction.
- Commission and Charges:

Details of commission and charges are listed in "Banking Service Charges" and on our Bank's website.
- Overseas Handling Commission and Charges:

Information on charges levied by major overseas correspondent banks can be provided, if available. Remitter has an option for such charges to be paid by the remitter or the recipient. For details, please contact the Bank's staff.
- Remittance Transaction Records:

The Bank issues a Remittance Confirmation for each transaction for customer's record, detailing the name of beneficiary, remitter, exchange rate, commission and charges collected, etc.

5.2.2 Inward Remittances

- The Bank shall provide the customer with a remittance credit advice detailing the remitted amount, name of remitter, exchange rate, charges, etc.
- The conversion of remittance into Hong Kong Dollar is based on the Bank's prevailing foreign exchange buying rate.
- Interest, if any, will only accrue after the remitted funds are credited into the customer's account.

5.3 Other Payment Services

| Services | Maximum payment limit | Amendment instruction/ Stop payment |
|---|--|--|
| Autopay | Customers may pre-set the maximum payment limit, the effective date of each payment and the expiry date in the payment authorization. | Customers may cancel or amend the payment authorization by giving the Bank a written notice at least 2 business days before the cancellation or amendments come into effect. |
| Standing Instruction | Customers must state the amount and the effective date of each payment and the expiry date in the payment authorization. | Customers may cancel or amend the payment authorization by giving the Bank a written notice at least 7 business days before the cancellation or amendments come into effect. |
| Shacom ATM Card | The maximum payment limit is to be set by the Bank on behalf of the customer. | Customers should immediately call the Customer Service Hotline (2818 0282) for cancellation of Shacom ATM Card services, to be followed by a written notice to the Bank. All transactions conducted through ATM services prior to the Bank's receipt of cancellation notice are considered as valid. |
| Phone Banking | The maximum payment limit is to be set by the Bank on behalf of the customer. | Customers should immediately call the Customer Service Hotline (2818 0282) for suspension of phone banking services. When necessary, customers may give the Bank a written notice for cancellation of phone banking services. All payments executed before the Bank's receipt and processing of suspension or cancellation notice are considered as valid. |
| Personal Internet Banking and "Shacom Bank" Mobile App | The maximum payment limit is to be set by the Bank on behalf of the customer, which can then be adjusted downward by the customer. For scheduled payment, the customer can set the execution date and/or the end date. | For scheduled payment, customers can amend or delete the instruction via personal internet banking on or before the day prior to execution date. Besides, customers may immediately call the Customer Service Hotline (2818 0282) for suspension of personal internet banking services. When necessary, customers may give the Bank a written notice for cancellation of personal internet banking services. All payments executed before the Bank's receipt and processing of suspension or cancellation notice are considered as valid. |
| Corporate Internet Banking and "Shacom Business" Mobile App | The maximum payment limit is initially to be set by the Bank on behalf of the customer, which can then be adjusted downward by the customer. For scheduled payment, the customer can set | For scheduled payment, customers can amend or delete the instruction via corporate internet banking on or before the day prior to execution date. Besides, Administrators may immediately suspend or cancel user accounts of Authorizers and Operators via |

| | | |
|--|---|---|
| | the execution date and/or the end date. | corporate internet banking. When necessary, customers may give the Bank a written notice for cancellation of corporate internet banking services. All payments executed before the Bank's receipt and processing of cancellation notice of corporate internet banking services are considered as valid. |
| eDDA Service on "Shacom Pay" Mobile App | Customers may pre-set the maximum payment limit, the effective date of each payment and the expiry date in the payment authorization. | Customers may cancel the payment authorization via "Shacom Pay" immediately. If customers need to amend the payment authorization, they may cancel and setup again via "Shacom Pay". |
| Details of handling fees, if applicable, are listed in "Banking Service Charges" and our Bank's website. | | |

6 Card Services

6.1 Card application and cancellation

- 6.1.1 Any person aged 18 or above may apply to open a card account with the Bank, including “Shacom Card”, “SCB Credit Card” or other cards and services. Any company with deposit account opened at the Bank may apply to open a SCB Credit Card or other cards and services. All the required information are to be provided by the applicant as listed in application forms. The Bank shall issue cards only upon request of customers or renewal of existing cards.
- 6.1.2 The Bank may issue a supplementary credit card upon acceptance of the instruction of principal cardholder. The principal cardholder and any supplementary cardholder(s) will be jointly and severally responsible for all obligations of the card account opened in name of principal cardholder provided however that a supplementary cardholder shall not be held liable for the obligations as a result of the use of the card by the principal cardholder or other supplementary cardholder(s).
- 6.1.3 The Bank may issue a company staff credit card upon acceptance of the instruction of the company. The company and any company staff cardholder(s) will be jointly and severally responsible for all obligations of the card account opened in name of company and staff cardholder.
- 6.1.4 Cardholders may notify the Bank in writing at any time to terminate the card accounts. However, the relevant cards should be cut in halves and returned to the Bank together with such notification. Principal cardholders may return supplementary cards with a written notice for cancellation to the Bank at any time. If supplementary cards are not returned upon receipt of the notice, the Bank shall take prompt action to prevent further use of the cards in line with procedures applied to lost cards. Cardholders will be advised in advance of charges that may be incurred. However, principal cardholders will be responsible for any debt incurred by the usage of the supplementary cards before they are returned or before the aforesaid cancellation procedures have been implemented.

6.2 Alteration of Terms and Conditions and Refund of Fees

- 6.2.1 If cardholders refuse to accept any revised terms and conditions within a reasonable period of time and choose to terminate the card service, the Bank shall refund, on a pro rata basis, after deducting handling fees, annual fee of the card account or distinguished.
- 6.2.2 Cardholders who do not agree to renew cards by the Bank may forward a cancellation request within 30 days after the renewal date without incurring any fee.

6.3 Right of Set-off

The Bank has the right of set-off over the credit and debit balances in different accounts (including credit cards and other deposit accounts) of the cardholder (see Clause 3.4 of Chapter 3). The Bank reserves the right to combine or consolidate the outstanding balance of the card account for which the cardholder is liable with any other accounts which that cardholder maintains with the Bank whether in the name of that cardholder or in the name of that cardholder and any other persons at any time without prior notice. In the case of a joint account in the names of that cardholder and any other person, the Bank may apply any credit balance on such joint account towards satisfaction of indebtedness owed to the Bank by any

holder of such joint account. For the avoidance of doubt and without prejudice to Clause 6.1.2 of this Section as regards liability of the supplementary cardholder or Clause 6.1.3 of this Section as regards liability of the company staff cardholder, the Bank reserves the right to combine or consolidate the outstanding balance of the account for which the supplementary or company staff cardholder is liable with any other accounts which that supplementary or company staff cardholder maintains with the Bank whether in the name of that supplementary or company staff cardholder or in the name of that supplementary or company staff cardholder and any other persons at any time without prior notice. The Bank shall inform the cardholders in writing promptly after exercising any right of set-off.

6.4 Security and Loss of Card or Personal Identification Number (PIN)

6.4.1 The Bank shall mail cards and PINs to cardholders separately or request the cardholders to collect them in person. In the latter case, the Bank shall verify the identities of the recipients before releasing the cards or PINs.

6.4.2 Cardholders are fully responsible for the use of PINs. To ensure better protection, cardholders are advised to do the following after receiving their PINs:

- Destroy the original printed copy of the PINs;
- Never allow other parties to use their cards or PINs;
- Never write down the PINs on the cards or on anything usually kept with or near the card without disguising it;
- Never use the PIN for accessing other services (for example, connection to internet or accessing other websites).

6.4.3 For convenience, cardholders may change their PINs through any ATM or relevant network recognized by the Bank. Cardholders may use a set of numbers that are easy to remember, but should avoid using combinations such as birthdays, ID Card numbers, telephone numbers or other easily accessible personal information.

6.4.4 Credit card cardholders who do not wish to use functions operated by PIN may request the Bank not to issue a PIN.

6.4.5 Lost cards or PINs

Cardholders should inform the Bank as soon as possible, to be followed by written confirmation, after their cards or PINs have been lost or stolen or when their PINs are known to other parties. Upon receiving such notification, the Bank shall take immediate action to prevent further use of the cards or PINs.

SCB Credit Card 24-hour Lost Card Hotline: 2818 6328

"Shacom Card" 24-hour Service Hotline: 2818 0282

(The above telephone numbers are printed on the services introduction leaflet and on regular monthly statements.)

6.4.6 The cardholder will be liable for all losses or any obligations incurred by the use of the card by any person within the credit limit of the account before notification of such loss/theft has been received by the Bank provided that if the cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his or her card has been lost or stolen, the liability of the cardholder for any unauthorized transaction before the cardholder has informed the Bank of the loss/theft of the credit card shall be confined to a maximum limit of HK\$500.00. However, the application of such limit is confined to loss specifically related to the credit card account and does not cover cash advances.

6.5 Transaction Records

- 6.5.1 Subject to security requirements, when transactions are made through electronic terminals, printed transaction records containing information such as the amount of transaction, time, accounts debited or credited and type of transaction will be provided. For cash withdrawals through ATMs or contactless card transactions, cardholders may choose to have the transaction record printed or not.
- 6.5.2 The Bank shall ensure that all transactions through electronic terminals and ATMs can be traced.
- 6.5.3 The Bank shall provide credit card cardholders with account statements at monthly intervals unless there has been no transaction or no outstanding balance in the account since the previous statement date.
- 6.5.4 Credit card statements show:
- Transactions occurred since the previous statement date, including the amount, date of posting, type of transactions and name of merchants;
 - Address or telephone numbers for enquiries and methods of reporting errors;
 - Amount of each transaction in its original currency, for transactions made in foreign currencies;
 - Any relevant fees and charges and the basis for determining such fees and charges under control of the Bank;
 - Credit limit of the cardholders and payment amount due.
- 6.5.5 "Shacom Card" transactions are recorded in the monthly statements or passbooks of the relevant accounts.

6.6 Disputed or Unauthorized Transactions

- 6.6.1 The Bank shall complete investigation within 90 days upon receipt of notice of an unauthorized transaction, except in cases where circumstances are beyond the Bank's control.
- 6.6.2 Cardholders should report any disputed or unauthorized transaction within 60 days from the credit card statement date. The Bank can only provide assistance in the investigation process according to the information provided by the cardholder and the regulations of the credit card organizations. The Bank shall not be responsible for the behaviour or fault of any merchant or service company. Cardholders should solve any dispute or claim with the relevant merchant or company directly.
- 6.6.3 Cardholders who report unauthorized transactions prior to the payment due date may choose to withhold payment of the disputed amount during the investigation period. If, however, the report made by the cardholder is subsequently proved to be unfounded, the Bank shall reserve the right to re-impose the interest or financial charges on the disputed amount incurred during the whole period. If an unauthorized transaction has taken place due to default or negligence on the part of the Bank, the Bank shall promptly make relevant corrections and deliver a correction notice.

6.7 Credit Card Charges and Liabilities of Cardholders

- 6.7.1 Details of the credit card charges and the liabilities of cardholders on lost cards or stolen cards/PINs are listed in the "Fee Schedule of Credit Card Services" and the Credit Card Cardholder Agreement respectively. Customers may also read the information regarding credit card accounts printed on monthly statements.

7 i-Banking Services

7.1 Types of i-Banking Services

i-Banking Services means the banking services or facilities provided or to be provided by the Bank to the Customer from time to time to enable the Customer to give Instructions to and communicate with the Bank via electronic or telecommunications media (including through the use of interactive television, computers, machines, terminals or any other electronic or telecommunications devices, including without limitation, the Internet, mobile phones, telephone or the Web Site online) for the purposes of carrying out banking, financial, securities, investment or other transactions or services; For details, please contact the Bank's staff or refer to the relevant pamphlets.

7.2 Fees and Charges

Fees, commissions or other charges may apply to certain i-Banking Services and the Customer agrees to pay in accordance with the fees/charges in the schedule published by the Bank from time to time. The Bank shall be entitled to debit the fees and charges from any of the Account(s). The fees and charges are not refundable except that:

- (i) If the Customer refuses to accept the variation to the terms and conditions of this Schedule and choose to cancel the i-Banking Services within 30 days from the date of the relevant notice, the Bank will, unless the amount involved is minimal, upon receiving the Customer's advice, repay the annual or any periodic fee previously collected to the Customer on a pro-rata basis; or
- (ii) If the Customer does not agree to the automatic renewal of the i-Banking Services, he may cancel the i-Banking Services within 30 days from the date of renewal without paying any renewal fee.

7.3 Responsibilities and Obligations of the Customers

- 7.3.1 All holders of a joint account are jointly and severally responsible to the Bank for any instructions given through the Bank's websites and/or via the phone-banking service for that account, provided the correct access code for that account is used.
- 7.3.2 Customers must check carefully before giving any instructions and shall remain fully responsible for any instructions given unless and until the request for cancellation or withdrawal is confirmed by the Bank.
- 7.3.3 Customers are responsible for providing and operating all equipment and software necessary to operate i-Banking Services and shall at their own costs or expenses ensure that such equipment and software is compatible with and properly connected to the system of the Bank.
- 7.3.4 Customers should comply with any operational instructions, customer guides, user manual, user guides or internet security notes which the Bank may provide from time to time, and visit our "Internet Banking Security Notes" periodically to obtain latest information in this area.
- 7.3.5 Customers must keep the access code and/or the security device confidential and secure, in particular:
 - (i) Not to disclose the access code and the security device to any other person or permit any other person to gain access to i-Banking Services;
 - (ii) Not to send the access code and any password via email;
 - (iii) Not to disclose the Login Password to anyone including who claims to represent the Bank or holds out as the Bank's employee or authorized person in any circumstance (it is not

- necessary for the Bank's employee to know the Login Password);
- (iv) To destroy the original printed copy of the Login Password;
 - (v) To change the initial Login Password when first using i-Banking Services and to change the Login Password periodically, but avoid using the same password as that of accessing through the Internet Service Providers; and
 - (vi) Not to leave the electronic devices (including without limitation computer and mobile phone) unattended while using i-Banking Services.
- 7.3.6 Customers should notify the Bank of any change of address and/or email address as soon as practicable.
- 7.3.7 Customers must immediately report to the Bank any loss or unauthorized disclosure of the access code or the security device or any actual or suspected security incidents by phone and confirm in writing thereafter within 24 hours or such other period as the Bank may prescribe from time to time.
- 7.3.8 Customers shall be fully responsible for any accidental or unauthorized disclosure of the access code or the security device to any other person.
- 7.3.9 Customers shall not, and shall not attempt to tamper with, modify, decompile, disassemble, reverse-engineer, damage, alter or gain unauthorized access to any part of i-Banking Services or the websites or any software comprised in them.
- 7.3.10 The customer will be responsible for any and all access to and use of i-Banking Services using the customer's access code and/or the security device, until the customer has given the Bank such written notice of loss.
- 7.3.11 Customers shall not, and shall not attempt to, access, use, break or hack into any part of the Bank's telecommunications or computer systems, sites, servers, data areas, software and/or information or materials.
- 7.3.12 Customers shall and are under a duty to notify the Bank as soon as practicable if customers receive acknowledgement (whether by hard copy or by electronic or verbal means) of transactions which customers have not instructed or if there are inconsistencies with their instructions.
- 7.3.13 Customers must comply with all relevant laws, Terms and Conditions and any relevant Service Conditions, all as may be supplemented, amended or replaced from time to time.
- 7.3.14 The Bank may send any statement of any account to customers via i-Banking Services or if requested by customers hard copy statement of the account to customers.

7.4 Disclaimer and Limitation of Liability

By accessing the Website of the Bank and any of its pages, the Visitor/the Customer agrees to be bound by the terms and conditions set out below:

- 7.4.1 The Bank makes no representation or warranty of any kind, express, implied or statutory regarding i-Banking Services and the Website or the information or materials contained or referred to in the Website or otherwise provided via i-Banking Services. To the fullest extent permitted by law, the Bank hereby expressly excludes and disclaims any condition, representation, warranty or responsibility of any kind relating to i-Banking Services and/or such information and materials, whether express or implied, by statute or otherwise, including without limitation, any such condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability or standard of quality of i-Banking Services and/or such information and materials, that they will be accurate or free of errors or omissions, that they will not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of

computer viruses, adhere to any particular performance standards or that any instruction to or information requested from the Website and/or via the Bank's i-Banking Service will be acted upon, delivered to or received by the Visitor/the Customer at any time or at all.

7.4.2 The information and materials contained on the Website or otherwise provided via the Bank's i-Banking Services is provided for information only and should not be used as a basis for making business decisions. Any advice or information received via the Website or otherwise provided via the Bank's i-Banking Services should not be relied upon without consulting primary sources of information and obtaining specific professional advice. Save and except due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank accepts no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on information or materials contained on the Website or otherwise provided via the Bank's i-Banking Services. In particular, no warranty is given that economic reporting information, materials or data is accurate, reliable or up to date.

7.4.3 Save and except due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank is not liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the Visitor/the Customer's use of the Website and i-Banking Services including any loss, damage or expense arising from, but not limited to, any defect, error, fault, mistake or inaccuracy with the Website, its contents or the Bank's i-Banking Services, or due to any unavailability of the Website or any part thereof or any contents or the Bank's i-Banking Services.

7.4.4 The Visitor/the Customer downloads any software from the Website at the Visitor's/the Customer's own risk. Save and except due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank neither assumes nor accepts liability for any loss or damage, whether direct or indirect, howsoever caused, as a result of any computer viruses or similar disruptions arising from the Visitor's/the Customer's use of and/or download of software from the Website.

7.4.5 Hyperlink Policy:

- Hyperlinks from the Website of the Bank to websites outside the Bank: The Bank provides hyperlinks from the Website of the Bank to other websites on the Internet for information purposes only. These hyperlinks lead to third party websites which are in no way affiliated with or related to the Bank. The Bank is not responsible for making enquiries, investigating and/or verifying the contents of such third party websites and the Bank does not warrant the security of any information which the Visitor/the Customer may forward or be requested to provide to any third party via such websites. The Bank's inclusion of hyperlinks to the third party websites does not and in no way represent any forms of recommendation, endorsement, approval, guarantee or introduction of any third parties or their products or services that they provide or any form of co-operation between the Bank and any third parties unless otherwise expressly stated by the Bank. Further, the Bank is not a party to any contractual arrangements that the Visitor/the Customer and the provider of the third party website or any third party that the Visitor/the Customer may enter into unless otherwise expressly specified or agreed to by the Bank. The Bank may also provide hyperlinks to third party websites which contain downloadable software for convenience purposes only. The Bank shall in no way be responsible for any difficulties that the Visitor/the Customer may encounter in downloading or installing such software or for any consequences arising out of or in connection of doing so. Please be reminded that the use of any software downloaded from the Internet may be governed by a licence agreement. The Bank shall in no way be responsible for any infringement of the intellectual property rights of the relevant software provider. Without

accepting any obligation or responsibility on part of the Bank, the Visitor/the Customer is reminded to observe the terms of such software licence agreement. Please be reminded that when the Visitor / the Customer leaves the Website of the Bank and visits other websites, he will be subject to the terms and privacy policies of the websites he is visiting. The Bank accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) from the accuracy or otherwise of information or materials contained in the third party websites or loss arising directly or indirectly from defects with such sites.

- Hyperlinks from the Website of the Bank to websites of the subsidiaries of the Bank: The Bank may provide hyperlinks to the websites of its subsidiaries. These websites may be created elsewhere in different jurisdictions and under different governing laws. The products and services offered on these websites may be limited to person of a specific location and jurisdiction. In addition, there may be differences in the terms governing the use of these websites and special attention must be paid to the specific terms and conditions before using these websites.
- Hyperlinks from external websites to the Website of the Bank: If any third party wants to create a hyperlink to the Website of the Bank, it must obtain the prior written approval of the Bank. The Bank may, at its absolute discretion, grant or refuse to grant such approval without providing any reason therefor. The Bank may only approve a hyperlink which only displays the Bank's name or the website address. Except in very exceptional circumstances and possibly subject to the payment of a fee which the Bank may in its absolute discretion determine, the Bank will not approve any use or display of the Bank's logo, trade names, trademarks or whatever that can be reasonably inferred as the Bank. The Bank may without providing any reason therefor rescind any approval granted at its absolute discretion, and require the removal of any links to its Website at any time. Any link to its Website must be made directly to the home or front page of its website, and "framing" or "deep-linking" of its website or contents thereof is prohibited. The Bank is not responsible for the setup of any hyperlink from third party website to any websites of the Bank or for the accuracy of the contents of such third party website. Such links shall not constitute any endorsement by the Bank or any co-operation between the Bank and the third party website. The Bank accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) with such links.
- If there is any inconsistency between the English and Chinese versions for this Hyperlink Policy, the English version shall prevail.

7.4.6 The Bank does not guarantee that any communications from or to the Website and/or via the Bank's phone-banking services will be sent to the Visitor/the Customer or received by the Bank nor does the Bank warrant the privacy and/or security of such communications during transmission.

7.4.7 The Customer acknowledges that there are risks inherent in using i-Banking Services but agrees that the benefits justify these risks and the Customer shall waive any claim the Customer might have against the Bank because of:

- Any failure of systems or equipment (whether or not provided by the Bank) including telecommunications services and facilities;
- The Bank's acceptance of any unauthorized Instructions which appear (or which the Bank believes) to be from the Customer;
- Delays in the implementation of Instructions from the Customer;
- Delays in delivery or availability of, or failure to deliver or make available, any part of i-Banking Services;
- Delays in despatch or delivery of, or failure to despatch or deliver, any notice or information

provided or requested via i-Banking Services or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice;

- The Customer's failure to use i-Banking Services in accordance these terms and conditions;
- The Customer's reliance, use or otherwise acting upon any information or materials provided via i-Banking Services.

7.4.8 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, instruction or direction (or series of relevant transactions, instructions or directions) or the amount of direct damages suffered by the Customer, whichever is the less.

7.4.9 Provided that the Customer has not been dishonest or negligent, the Customer will not be liable for any unauthorized transaction which has been executed through i-Banking Services as a result of:

- Someone using the Customer's Access Code and/or the security device (as the case may be) after the Customer has notified the Bank in writing of the loss or theft or of such Access Code and/or the security device (as the case may be);
- Computer crime which is not prevented by the Bank's security system;
- Fraud or negligence of the Bank and its staff.

Once the Bank is satisfied that the unauthorized transaction was executed as a result of one of the three factors listed above, the Customer is entitled to request for a reverse of the relevant entry and any bank charges incurred by the Customer arising therefrom.

7.5 **Indemnity**

The Customer agrees to indemnify the Bank against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis and other expenses reasonably incurred) incurred or suffered by the Bank which is directly or indirectly related to the Customer's access to the use of the Website and/or i-Banking Services and/or any other person or entity's use of the Website and/or i-Banking Services where such person or entity was able to access the Website and/or i-Banking Services using the Customer's Access Code and/or the security device (as the case may be); or any breach or non-observance of any of these terms and conditions by the Customer or by any other person or entity where such person or entity was able to access and use i-Banking Services and/or the Website by using the Customer's Access Code and/or the security device (as the case may be).

7.6 **Use and Disclosure of Personal Data**

7.6.1 To the extent permitted by law, the Customer agrees that any and all personal data relating to the Customer collected by the Bank from time to time may be used and disclosed in accordance with the Bank's current Privacy Policy.

7.6.2 The Bank may arrange for all telephone calls to i-Banking Services to be recorded. Such recordings will be used for training and quality control purposes and (if required) as evidence in legal proceedings.

05/2024