

## **Chong Hing Bank Limited (the "Bank")**

### **Terms & Conditions for Open Application Programming Interface Services**

These Terms and Conditions are in supplement to the "Internet Banking Services Terms and Conditions" and "Corporate Internet Banking Services Terms and Conditions". The Open Application Programming Interface Services ("Open API Services") (as defined below) are provided by the Bank subject to (and in the order of descending precedence should there be any inconsistencies among them in terms of the Open API Services) these Terms and Conditions for Open API Services, Internet Banking Services Terms & Conditions, Mobile Banking Services Terms & Conditions, Corporate Internet Banking Services Terms and Conditions, Corporate Mobile Banking Services Terms and Conditions, Account Terms (For Personal / Joint Account), Account Terms (For Corporate Account), Privacy Policies Statement, Personal Information Collection Statement and other applicable terms and conditions of account and services (unless expressly provided otherwise in these Terms and Conditions) as varied or supplemented by the Bank from time to time. In the event of any conflict or inconsistency, these Terms and Conditions shall apply and prevail insofar as the Open API Services are concerned. Please read and understand these Terms and Conditions to ensure you understand and agree to be legally bound by them before you use the Open API Services.

#### 1. Interpretation

In these Terms and Conditions, unless the context otherwise requires:

##### **"Account Information"**

means the account availability, account status, account balance and transaction details in respect of an Account;

##### **"Account"**

means, any account, including without limitation,) passbook savings, statement savings, current, multicurrency, fixed deposit, credit card, opened, established, maintained with or provided by the Bank to Customer from time to time;

##### **"Bank"**

means, collectively, Chong Hing Bank Limited, a company incorporated in Hong Kong, which expression shall include its successors and assigns;

##### **"Computer System"**

means any equipment, device or facility (including, without limitation, any terminal, software, modem, computer equipment, electrical or wireless appliance and telecommunications facility) for accessing and using the Internet Banking Services;

##### **"Customer"**

means any person and / or entity in whose name the Account is opened and held (including any personal representative or lawful successor and / or permitted assigns of such person) and, if the Customer is a sole proprietor, includes the sole proprietor and their successors in the business from time to time or, if the Customer is a partnership, includes all the partners from time to time of the partnership and the successors to such partnership business. "Customer" shall include the owner of the debit card or credit card;

**"Data Consumer"** means the third-party service providers, the Bank or another bank(s), which are entity requesting access to Customer's Account Information using Open API Services;

**"Data Provider"** means the third-party service providers, Bank or another bank(s), which are entity provide access right to Account Information using Open API Services via Customer.

**"Data Owner"** means the entity that agrees to provide or manage customer account information (including but not limited to account availability, account status, account balance and transaction details) on the open API platform.

**"HKSAR"** means the Hong Kong Special Administrative Region of the People's Republic of China;

**"Internet Banking Services"** means the electronic services of the Bank that permit you as a Customer to gain access to the Accounts to carry out transactions, and to obtain the related services which the Bank may prescribe from time to

time at its absolute discretion;

**"Open API Consent"**

refers to the explicit agreement given by you to allow your Account Information to be accessed or shared through an Open API Services by Data Consumer;

**"Open API Services"**

means a services which the Bank to open up its internal systems and data for programmatic access by third party to facilitate the sharing of data with access to its application programming interfaces (APIs) ;

**"Third party"**

means any entity other than the Bank and its subsidiaries. This includes all entity that may or may not be in official partnership with the Bank on the Open API Services provision;

**"Website"** means the Bank's website (www.chbank.com), its pages and parts, in desktop computer, tablet and mobile phone versions as the Bank may designate from time to time.

2. Open API Services

2.1 You acknowledge and agree that Open API Services allows the Bank to open up its internal systems and data for programmatic access by Data Consumer in an open and documented (whether by way of system or otherwise) manner. Effective implementation of Open API enables, for example, retrieving account status, account balance, account transaction and account availability under the Data Consumer via website/ mobile App.

2.2 You acknowledge and agree that you are listed as a user of the Open API Services.

2.3 The customer must simultaneously maintain an account opened in the customer's name at both the Data Provider and the Data Consumer.

3. Bank as a Data Provider to grant consent

3.1 You acknowledge and agree that by providing the Bank with the Open API Consent from you or as directed by the Data Consumer, utilizing any other methods or approaches that Data Consumer may designate from time to time, you authorize the sharing of information, including the Bank's Account Information such as customer deposit account availability, status, balance, and transaction details, with the Data Consumer for accessing Open API Services via its Website or mobile App. To initiate the Open API Consent, you must follow the instructions on the Data Consumer's platform and undergo authentication on the Data Consumer's platform and the Bank's mobile application, Internet Banking or website. Once authentication is successful and the consent details are confirmed by you, all or some of your information will be shared with your designated Data Consumer in accordance with your consent.

3.2 The Bank shares your information with the Data Consumer on a non-reliance basis. As a Data Owner, You are responsible for verifying the accuracy, timeliness, and completeness of the information provided through the Data Consumer Open API Services. The Bank does not represent, warrant or guarantee the accuracy, timeliness, or completeness of your information or its suitability for any purpose. You undertake that you will not rely on the Bank's information as made available in the Open API Services. Therefore, the Bank shall not be liable to you or any third party for any loss suffered by or in connection with the Open API Services in respect of which you and / or any third party have relied on your information made available in the Open API Services or otherwise; and any reliance on such information is at your own option and risk.

3.3 You acknowledge and agree that the Data Consumers are independent entities and not the employees, service providers, agents, partners or representatives of the Bank. The Bank is not responsible for the acts or omissions of the Data Consumer, and the Bank does not represent, warrant or guarantee uninterrupted, error-free, timely, complete, or accurate Open API Services nor does the Bank make any representation or warranty as to the results that might be obtained from your use of the Open API Services or that Open API Services will be fit for your purposes of use. It is your responsibility to review the Data Consumer's terms and

conditions regarding fees, charges, and data collection, usage, and transfer. Your usage of the Data Consumer Open API Services is at your own risk.

- 3.4 You acknowledge and agree that your instructions to refresh, modify or revoke the consent shall only be effected after such instructions have been accepted by the Bank and the Bank considered final and conclusive as determined. Except caused by the Bank's wilful misconduct, fraud or negligence, the Bank is not liable for any claim, loss or damage arising from errors or omissions in any communication, delays or interruptions in providing information to the Data Consumer, or errors in executing instructions.

You acknowledge and agree that the Bank providing Open API Services to authorize the consent for accessing Account Information by Data Consumer in accordance with the Bank's Personal Information Collection Statement, Privacy Policies Statement and these Terms and Conditions.

- 3.5 You acknowledge and agree that you can log into the Data Consumer's application or Website and select your bank to initiate and grant the consent for accessing Account Information by Data Consumer. Upon selection, the Data Consumer may display the consent details including purpose for which the data are to be accessed, types of data to be accessed and consent expiry date. You shall review the consent details and select to grant consent to the Data Consumer. The Data Consumer will then be redirected from the Data Consumer application or website to the Bank's mobile application, Internet Banking or website to authenticate with the Bank using the Bank's two-factor authentication method.

After successful authentication, the Bank will display a list of bank accounts with consent details of consent information including but not limited to the Data Consumer name, consent expiry date, renewal of consent and select the account(s) for which consent will be granted. You shall also read, confirm and acknowledge these Terms and Conditions and "The Personal Information Collection Statement" of the Bank before confirming to grant the consent, the service shall be bound by the relevant provisions. Once completed, the customer will be redirected back to the Data Consumer's platform with a confirmation of successful consent grant will be issued by the Bank through (SMS or email or the notification channel as prescribed by the Bank from time to time).

- 3.6 The Bank will not share or transfer your Account Information with or to the Data Consumer without your consent. All information (or data) to be shared and provided under the Open API Service will not be sold to other parties and will not be used for marketing purposes without your consent.
- 3.7 You acknowledge and agree that the use, access or storage of customer data is strictly prohibited for any purpose other than providing the Account Information. You will be notified by the Data Consumer about the details of the service and your *explicit* consent is required before the use, access or storage takes place.
- 3.8 You acknowledge and agree that the Bank may establish a maximum duration for the validity of Open API Consent within the Bank's designated timeframe. If your consent expires within this period, your access or usage of Open API Service will be automatically suspended without notice.
- 3.9 You can access the Bank's mobile application (or other specified means) to view the details of the third party you have granted. You may modify, renew or revoke your Open API Consents according to the Bank's specified methods and procedures or as instructed by the Bank from time to time. You also have the option to modify, renew or revoke your Open API Consents directly from the Data Consumer's platform, following the Data Consumer's terms of use and instructions. The Bank is not responsible for any errors, delays, mis-directions, corruptions, unauthorized alterations, interceptions, or any acts or omissions outside its reasonable control in processing instructions related to the Open API Consent originating from the Data Consumer.

You may access the Bank's mobile application (or other specified means) to manage your Bank Open API Consents from time to time.

4. Bank as a Data Consumer to grant consent

- 4.1 You acknowledge and agree that by providing the Bank with the Open API Consent from you or as directed by the Data Provider, for utilizing any other methods or approaches that Data Provider may designate from time to time, you authorize the sharing of information, including the Data Provider's Account Information such as customer deposit account availability, status, balance, and transaction details, with the Data Consumer for accessing Open API Services via its Website or mobile App. To initiate the Open API Consent, you must follow the instructions on the Bank's mobile application, Internet Banking or website and undergo authentication on the Data Provider's platform and the Bank's mobile application, Internet Banking or website. Once such authentication is successful and the consent details are confirmed by you, all or some of your information from designated Data Provider will be shared with the Bank in accordance with your consent.
- 4.2 The Bank shares your information with the Data Provider without any expectation that you will rely on this information. As a data owner, you are responsible for verifying the accuracy, timeliness, and completeness of the information provided through the Data Consumer Open API Services. The Bank does not represent, warrant or guarantee the accuracy, timeliness, or completeness of your information or its suitability for any purpose. You undertake that you will not rely on the Bank's information as made available in the Open API Services. In any event, the Bank shall not be liable to you or any third party for any loss suffered by or in connection with the Open API Services in respect of which you and / or any third party have relied on your information made available in the Open API Services or otherwise; and any reliance on such information is at your own option and risk.
- 4.3 You acknowledge and agree that the Data Provider are independent entities and not the employees, service providers, trustee, principal, agents, partners or representatives of the Bank. The Bank is not responsible for the acts or omissions of the Data Provider, and the Bank does not represent, warrant or guarantee uninterrupted, error-free, timely, complete, or accurate Open API Services nor does the Bank make any representation or warranty as to the results that might be obtained from your use of the Open API Services or that Open API Services will be fit for your purposes of use. It is your sole responsibility to review the Data Provider's terms and conditions regarding fees, charges, and data collection, usage, and transfer. Your usage of the Data Provider Open API Services is at your own option and risk.
- 4.4 You acknowledge and agree that your instructions to refresh, modify or revoke the consent shall only be effected after such instructions have been accepted by the Bank and the Bank considered final and conclusive as determined by the Bank at its sole discretion. Except for cases of the Bank's wilful misconduct, fraud or negligence, the Bank is not liable for any claim, loss or damage arising from errors or omissions in any communication, delays or interruptions in providing information to the Data Consumer, or errors in executing instructions.

You acknowledge and agree that the Bank providing Open API Services to authorize the consent for accessing Account Information in accordance with the Bank's Personal Information Collection Statement, Privacy Policies Statement and these Terms and Conditions.

- 4.5 You acknowledge and agree that you can log into the Bank's application or Website and selects your bank to initiate and grant the consent. Upon selection, Open API Services may display the consent details including purpose for which the bank are to be access, types of data to be accessed and consent expiry date. You shall review the consent details and select to grant consent to the Data Provider. Later, the Open API Services will be redirected from the Bank's application or website back to the Data Provider's mobile application, Internet banking or website to authenticate with the Bank using the Data Provider's two-factor authentication method.

After successful authentication, the Bank will display a list of bank accounts with consent details of consent information including but not limited to the Data Consumer name, consent expiry date, renewal of consent and select the account(s) for which consent will be granted. You shall also read, confirm and acknowledge these Terms and Conditions and "The Personal Information Collection Statement "of the Bank before confirming to grant the consent, and shall be deemed to have accepted and be bound by all these Terms and Conditions.

Upon completion, you will be redirected back to the Data Provider's platform after receiving a notification



from the Data Provider confirming the successful grant of consent, via SMS, email, or such notification channel as may be specified by the Data Provider from time to time.

- 4.6 The Bank will not access your Account Information from Data Provider without your consent. All information (or data) to be shared and provided under the Open API Service will not be sold to other parties and will not be used for marketing purposes without your consent.
- 4.7 You acknowledge and agree that the Bank may establish a maximum duration for the validity of Open API Consent within designated timeframe and follow Data Provider establish a maximum duration for the validity of Open API Consent within designated timeframe. If your consent expires within such duration, your access or usage of Open API Service will be automatically suspended.
- 4.8 You can access the Bank's mobile application (or other specified means) to view the details of the third party you have granted. You can modify, renew or revoke your Open API Consents according to the Bank's specified methods and procedures or as instructed by the Bank from time to time. You also have the option to modify, renew or revoke your Open API Consents directly from the Open API platform, following the Open API Service's terms of use and instructions. The Bank is not responsible for any errors, delays, mis-directions, corruptions, unauthorized alterations, interceptions, or any acts or omissions outside its reasonable control in processing instructions related to the Open API Consent originating from the Data Provider

You may access the Bank's mobile application (or other specified means) to manage your Bank Open API Consents from time to time.

## 5. Renewal of Consent

You acknowledge and agree that you shall be attentive to renewal notifications from the Data Consumer/the Bank (if applicable)/ Data Provider (if applicable) and take appropriate actions from time to time. Failure to do the renewal will result in the Data Consumer being unable to access your Account Information and the bank will not access Customer's Account Information from Data Provider once the consent by you has expired. The Bank holds no responsibility for any claim, losses or damages arising from the suspension of Data Consumer/ Data Provider services.

The Customer may log in to the Data Consumer's website or App or the Bank's mobile banking services to renew the consent before the consent's expiry date.

To complete the renewal process, the Customer could log in through the Bank's Open API Webpage and follow the authentication procedure as designated by the Bank. Once completed, the Bank will notify the Customer of the renewed consent details via SMS, email, or other communication channels specified by the Bank.

## 6. Modification / Revocation

- 6.1 You acknowledge and agree that the modifications or revocations of your Open API Consent will only be effective after acceptance by the Bank. The Bank may seek clarifications from you/the Data Consumer (if applicable)/the Data Provider (if applicable) before accepting such instructions. The Bank shall not be liable for any delays in providing information to the Data Consumer/Data Provider. The Bank reserves the right to accept or cease accepting your Open API Consent, which may impact on your access to and usage of the Open API Services.

### 6.2 Lapse or Revocation of the Open API Consent

You acknowledge and agree that upon the lapse or revocation of your Open API Consent, the Bank will cease sharing your information with the Data Consumer/access customer's Account Information from Data Provider (if applicable). You acknowledge and understand that the lapse or revocation of your Open API Consent may suspend your access to and usage of the Open API Service, and the Bank will not be held responsible for any consequences that may arise from such lapse or revocation.

## 7. Privacy

- 7.1 You acknowledge and agree that using the Bank's Open API Services shall not require you to provide the Data Consumer with any of your login credentials including but not limited to your Internet Banking login

ID, password, PIN, one-time passwords or any other sensitive information related to your account. You are also advised not to disclose any personal information to any suspicious third party. If you suspect you may have disclosed your personal information to any suspicious third parties, please contact the Bank's General Banking Customer Services Hotline at (852) 3768 6888 (Mon - Fri: 9:00 am - 6:00 pm, Sat: 9:00 am - 1:00 pm) or 24-hour Credit Card Services Hotline (852) 3768 8888 or report to the Police Force

7.2 You acknowledge and agree that the Bank may collect, use, store and disclose your personal information in accordance with the Bank's Privacy Policy Statement which it may vary from time to time. [<https://www.chbank.com/en/personal/footer/others/privacy-policy/pps.shtml>]

7.3 You undertake to observe all rules, regulations and guidelines (as issued and/ or updated by the Bank from time to time) including but not limited to the security tips on the utilization of the Open API Services.

#### 8. Disclaimers, Obligations, and Liabilities for Open API Services

8.1 You shall be liable for all losses and damages if you have been in breach, fraudulent, dishonest, or negligent (including without limitation knowingly allowed the use by others of your Computer System, Login Name or PIN, failed to properly safeguard your Computer System if such failure has caused the losses and damages. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through the Accounts.

8.2 You acknowledge and agree that it is your sole responsibility to verify the validity of the Data Consumer and their respective platforms and services before endorsing them to access your account information.

You shall visit the Bank's website

[<http://www.chbank.com/en/personal/digital-services/open-api/index.shtml>] for the list of all Data Consumer and their respective services that may use the Open API services.

8.3 You acknowledge and agree that it is your sole responsibility to verify any information received from any third party's platform (including any of the Bank's existing Data Consumer). The Bank does not assume any liability (whether in tort, contract or otherwise, in law or equity) for any reliance on any commentaries, confirmations, information and/ or data by you or any other person.

8.4 You shall always stay vigilant to fake or fraudulent information provided by any third-party in any forms or any means of communication, including but not limited to voice messages, e-mails and SMS messages. You shall not access the Bank's Website, Internet Banking, Mobile Banking or Mobile Applications through hyperlinks in any E-mail, SMS messages, QR code, search engine, social networking platform or any third-party websites or Mobile Applications not authorized by the Bank. In case of doubt, you are suggested not to follow the instructions of the suspicious pages or input any data.

8.5 You are solely responsible for implementing all such procedures and checks to satisfy your particular requirements for accuracy and security of data input and output, and for maintaining a means external to the third party's Website and the Internet Banking Services for the reconstruction of lost data. If your use of the Website or the Internet Banking Services results in the need for servicing, repairing or replacing any property, material, software, equipment or data, you agree that the Bank, its officers, directors, employees, agents and service providers will not be liable for any such costs, expenses and any related losses.

8.6 While the Bank has endeavoured to ensure your personal information will be secured and confidential, the Bank shall not be liable for any loss, damage, interception or misuse of your information by any person beyond the reasonable control of the Bank.

8.7 Notwithstanding any other provisions of these Terms & Conditions, neither the Bank nor any of its officers, directors, employees, agents or service providers shall in any circumstances be liable for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

8.8 You shall be fully responsible for all consequences arising from or in connection with access to or use of

the Internet Banking Services, the Open API services, and/or the Website and/or the entry into of any transaction, whether or not actually authorised by you.

8.9 The Bank holds no responsibility for any disputes or claims arising from Data Consumer. The Bank is committed to addressing customer complaints in compliance with the relevant regulatory guidelines and statutory requirements. For any enquiries, please contact the Bank's Customer Services Hotline at (852) 3768 6888.

#### 9. Fees and Charges

The Bank will not charge you for using any of the Open API Services, but reserves the right to impose fees and charges for the Open API Services from time to time with reasonable notice to you. However, there may be charges from the Data Consumer/Data Provider (if applicable) from time to time. For the charges that may be incurred, you agree to contact the Data Consumer/Data Provider (if applicable) directly for seeking more information as you see fit.

#### 10. Termination of Services

10.1 The Bank may any time as it deems fit from time to time modify, cancel, suspend or terminate the Open API Services without prior notice, which may affect your access to or usage of the Open API Services. The Bank is not liable for any claims, costs, expenses, fees, losses, damages, legal liabilities and other responsibilities in connection with such cancellations, suspensions, terminations or unavailabilities under any circumstances.

10.2 The Open API Services shall form part of the Internet Banking Services and shall be terminated automatically upon your termination of the Bank's Internet Banking Services without prior notice.

10.3 Any suspension or termination of the Open API Services shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination.

#### 11. Modification to these Terms and Conditions

These Terms and Conditions may be amended or supplemented by the Bank at its sole discretion from time to time with reasonable prior notice period of at least 30 days. Such changes will be notified to you by mail, the Bank's website or other means, and will take effect on the effective date and time designated by the Bank. If you continue to use the Open API Services after the effective date of such amendments or supplements, such changes will be binding on you.

#### 12. General

12.1 In the event that any of the provisions of these Terms and Conditions shall for any reason be held to be illegal, invalid, or unenforceable in any jurisdiction, it shall be deemed as to have been severed from these Terms and Conditions automatically without prejudice to the other provisions which will remain in full force and effect in accordance with their respective terms.

12.2 Any failure or delay by the Bank in exercising any rights will not operate as a waiver, and a single or partial exercise of any rights by the Bank will not preclude any further exercise of that right or the exercise of any other rights.

12.3 In case of any inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

#### 13. Governing Laws

These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong. Subject to express provisions as provided in these Terms and Conditions and those for the benefit of the Bank and its designated entities respectively, the application of Contracts (Rights of Third Parties) Ordinance is excluded. You unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.