

Chong Hing Bank Limited

Remote Account Opening Terms and Conditions

The Remote Account Opening Services (as defined in Clause 1) are provided by the Bank (as defined in Clause 1) subject to, and the Customer (as defined in Clause 1) to be bound by, these Remote Account Opening Terms and Conditions (these “Terms and Conditions”). The Customer should read and understand these Terms and Conditions before using the Remote Account Opening Services.

1. Interpretation

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

“Accounts” means designated bank accounts that a Customer may open with the Bank via the Remote Account Opening Services, each an “Account”;

“Applicable Law” means, in relation to any person, action or thing, the following:

- (i) any law, rule or regulation of any country (or political sub-division of a country) or jurisdiction;
- (ii) any obligation under any license in any country (or political sub-division of a country) or jurisdiction; and
- (iii) any lawful and binding determination, decision, order, ruling, guidelines or direction of a regulator or competent court or authority in any country (or political sub-division of a country) or jurisdiction,

in each case, from time to time applicable to that person, action or thing;

“Application” means an application made by a Customer to open any Account via the Remote Account Opening Services;

“Bank” means collectively, Chong Hing Bank Limited, a company incorporated in Hong Kong whose registered address is situated at Chong Hing Bank Centre, 24 Des Voeux Road Central, Hong Kong, together with any or all of its subsidiaries and/or associated companies;

“Compatible Device” means such compatible Apple device, Android device, any other electronic devices or equipment running an operation system version as the Bank may specify from time to time;

“Customer” means the applicant who applies for an Account with the Bank;

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China;

“Internet Banking Services” means the services provided by the Bank to its customers for accessing their accounts with the Bank and connecting to other services or facilities as may be provided by the Bank through the internet;

“Mobile Banking Services” means the services provided by the Bank to its customers for accessing their accounts with the Bank and connecting to other services or facilities as may be provided by the Bank through their use of mobile phones and/or other internet tools as the Bank may permit from time to time;

“Other Applicable Terms” means any other applicable terms and conditions governing the accounts, products, services, loans and facilities provided by the Bank as may be amended from time to time; and

“Remote Account Opening Services” means the remote account opening services or arrangements at any time provided by the Bank for opening any Account remotely.

1.2. Subject to express provisions to the contrary, in these Terms and Conditions:

- a. references to Clauses are to clauses of these Terms and Conditions;
- b. words importing the singular include the plural and vice versa, words importing one gender or the neuter gender include both genders and the neuter gender; and
- c. “you” or “your” means the Customer.

1.3. These Terms and Conditions supplement each of the Other Applicable Terms. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of any Other Applicable Terms, the provisions of these Terms and Conditions shall prevail insofar as Remote Account Opening Services are concerned.

2. Application for Using Remote Account Opening Service

2.1. If a Customer submits an Application to the Bank through Remote Account Opening Services, the Customer must follow the procedures, and provide such documents and information as requested by the Bank from time to time via electronic channels. The Customer may be asked to provide identity documents (such as Hong Kong Identity Card or Chinese Resident Identity Card) and facial recognition data for identity verification purpose to the Bank’s satisfaction. Customers using Chinese Resident Identity Card for verification may need to visit a branch of the Bank to complete the verification process.

2.2. The identity documents and facial recognition data provided by the Customers will be transferred and temporarily stored by relevant service provider and/or related institution for identity verification purpose.

2.3. Information inputted by the Customer for any Application will be automatically saved during

the Application process. Customers may save and retrieve such information provided for the Application and continue to complete the Application at any time within 30 calendar days after the last save.

- 2.4. The Bank may contact the Customer during the Application or approval process via SMS, phone or email if the Customer has provided such contact information to the Bank during the Application process.

3. Usage and Scope of the Remote Account Opening Services

- 3.1. The Bank has the right to decide, in its sole and absolute discretion and from time to time, the applicable types of Accounts, services, implementation, transaction limits, transaction types and related limitations, conditions, cut-off time, fees and other matters relating to the Remote Account Opening Services.
- 3.2. When using the Remote Accounting Opening Services, the Customer must agree and follow the relevant terms, operating policies, guidelines, conditions and/or requirements provided by the Bank from time to time.
- 3.3. The Customer may use designated banking services through the newly opened Account via Mobile Banking Services. The Customer acknowledges and agrees that some features may not be immediately available when an Account is newly opened, unless the relevant additional approval and necessary processes stipulated by the Bank from time to time have already been completed.
- 3.4. The Customer acknowledges, confirms and agrees that the following restrictions and limitations may apply to Remote Account Opening Services (unless the Bank has other provision):
 - a. Even if the Customer's Application is approved by the Bank and Account(s) are opened accordingly, some of the services, usage and transaction may not be available.
 - b. After Account opening, the Bank will conduct further manual review on the Customer. If the review is completed with favorable result, the relevant Account will then support other banking products and services provided by the Bank from time to time which may include Mobile Banking Services, Internet Banking Services, ATM transactions and automatic deduction.
 - c. Customer may be required to visit a branch of the Bank to complete identity verification and provide the required signature in order to enjoy comprehensive banking services.
- 3.5. Remote Account Opening Services are only available for opening personal Account of individual Customer.

3.6. The Customer agrees and promises not to take the following actions:

- a. Allowing any other person to use the Customer's Compatible Device(s), mobile number, email address and personal identification number for using Remote Account Opening Services. If the Customer knows, believes or suspects that: (i) any other person can access or is accessing the Customer's mobile number, email address or personal identification number; (ii) any other person can use or is using the Customer's Compatible Device(s) or Remote Account Opening Services, or the Customer's Compatible Device(s) has been occupied or controlled by any unauthorized person, the Customer must notify and contact the Bank immediately.
- b. Using or allowing any other person to use the Remote Account Opening Services for any unlawful use;
- c. Impersonating or attempting to impersonate another person while using the Remote Account Opening Services;
- d. Disrupting or interfering with the mobile application (the "App") or servers or other software, hardware or equipment in connection with the Remote Account Opening Services;
- e. Collecting or storing the personal data of other users in the App;
- f. Performing any anti-coding or reverse engineering of any software in the App;
- g. Storing the App pages on any server or other storage device connected to the network or the Internet, making any electronic database through the systematic download and storage of all or any pages of the App;
- h. Deleting or changing any content of the App, or trying to avoid the App, or registering the safety device of the server stored by the App, or interfering with the normal operation of the App; or
- i. Uploading any illegal, harmful, inappropriate or intrusive content on or through the App.

3.7. The Customer agrees and confirms that:

- a. they are fully responsible for all consequences arising from or concerning the use of the Remote Account Opening Services;
- b. they will provide the Bank with true, accurate, complete and up-to-date registration, certified materials, information and documents, all of which will not be misleading in any respect;
- c. they will protect and safekeep their Compatible Device and personal identification numbers; and
- d. the Bank may assume that any person who uses the Bank's Remote Account Opening

Services through the Customer's Compatible Device, email address, phone number, or personal identification number is the Customer themselves.

- 3.8. The Bank may add, modify, restrict, suspend, or terminate the Remote Account Opening Services at any time.
- 3.9. The Bank may send a notice to the Customer electronically or otherwise of any Accounts, services, and transactions arising from or relating to the Remote Account Opening Services.

4. Use of the App in Hong Kong

- 4.1. The Customer represents and confirms that they are physically located in Hong Kong when using the App and/or the Remote Account Opening Services.
- 4.2. The Bank controls and maintains the App from Hong Kong. The Bank has never indicated that the Remote Account Opening Services would be suitable or available for use outside Hong Kong. The Remote Account Opening Services are not intended to be used by persons living outside Hong Kong and are not intended for distribution outside Hong Kong.

5. Content

- 5.1. The Bank has not made or given any representation or warranty of the accuracy, completeness, timeliness, correctness, reliability, credibility, quality, applicability or originality of any content or information (“**Content**”) provided to the Customer through the App during the use of the Remote Account Opening Services, and to the maximum extent permitted by the Applicable Laws shall exclude all implied warranties, conditions or other terms of any type provided by the Bank.
- 5.2. The Customer agrees that they will examine any Content based on any action. The Customer must assess carefully over the use of any Content, including the accuracy and completeness of any Content, and must bear all relevant risks. All Content is provided for information only and is not intended to constitute any authority, advice or opinion which should be relied upon by the Customer or anyone. The Customer shall seek independent advice on any such Content.
- 5.3. The Bank cannot and does not guarantee that the App is free of any computer virus and / or other code that may contain infectious or destructive elements, and the Bank will not be liable therefor. The Customer has the responsibility to implement the appropriate IT security protection measures (including virus protection and other security testing) to meet the specific requirements for the safety and reliability of the App and Content.

- 5.4. The Bank will not be responsible for any such costs if the Customer's use of Remote Account Opening Services requires any repairs or replacement of any property, materials, equipment or data.

6. Customer Personal Information

- 6.1. The Bank collects, uses and processes the personal data of the users of the Remote Account Opening Services in accordance with the Bank's Notice to Customers and Other Persons relating to the Personal Data (Privacy) Ordinance (the “**Notice**”). The Customer uses the Bank's Remote Account Opening Services to confirm their agreement to the Bank's Notice, and agrees that the Bank may use and process the Customer's personal data in accordance with the provisions contained in such Notice.

7. Access to the Bank's Remote Account Opening Services Compatible Device

- 7.1. The Customer is responsible for ensuring that the Customer's Compatible Device meets and is compatible with all required technical specifications for the availability and the use of the Bank's Remote Account Opening Services. A device being a Compatible Device does not represent any recommendation or recognition or representations or guarantee regarding the performance or operation of the Customer's Compatible Device, any software, hardware, network or services operating on such Compatible Device. The Customer has sole responsibility for selecting, updating, and maintaining the Compatible Device. All problems related to its use, operation, and performance, and any costs and expenses associated with such Compatible Device, including any telecommunications services, shall be the Customer's sole responsibility.
- 7.2. The Bank's Remote Account Opening Services and/or the App are supplied and provided on “as is” and “as available” basis, with the Customer accepting full and sole responsibility for any and all risk arising from use of the Remote Account Opening Services. The Bank does not guarantee that the Remote Account Opening Services will operate continuously or without interruption or error. The Bank has sole and absolute discretion to amend, suspend provision or withdraw the Remote Account Opening Services or the App without notice to the Customer if any part or all of the functions or applications of the Bank's Remote Account Opening Services and/or the App are not available for some time, or for any other reason. The Customer shall agree that the Bank shall not be liable to the Customer or any third party for any lack of provision of any feature, part, or all, or its amendment, suspension, or withdrawal of the Remote Account Opening Services or the App.

- 7.3. The Bank shall not be responsible for situations where the Customer is unable to normally or completely access the Remote Account Opening Services, or for any performance issues of the Customer's connected software, hardware, network or services, including but without limitation any software or operating system operating on the Customer's Compatible Devices). Moreover, given the nature of the internet, the transmission of information and transactions may be affected by interference, interruption of transmission, delayed transmission, or incorrect data transmission. The Bank shall not be liable for any failure of any telecommunications facility or infrastructure beyond its control that may affect the accuracy or timeliness of information or documents intended to be sent or uploaded by the Customer.
- 7.4. The Bank has the right to suspend, delay or refuse to take any action if the Bank knowingly or reasonably suspects that the use of Remote Account Opening Services involves any security breach or other suspicious circumstances.

8. Limitation of Liability

- 8.1. The Bank shall not be liable to the Customer for the following unless where arising from an intentional breach of the Bank or in the case where such liability cannot be limited or excluded under Applicable Laws:
- a. Obtaining information by using Remote Account Opening Services, and / or the App, or providing the Remote Account Opening Services and/or the App for the use of the Customer or any other person (if applicable);
 - b. Any interference, interception, pause, delay or loss, unavailability, damage, or other failure during transmission of instructions or information related to the Remote Account Opening Services beyond the Bank's reasonable control, including, but not limited to, changes from time to time, any computer, telecommunications, power or network failure, or restrictions imposed by any Applicable Laws;
 - c. Transmission and / or storage of information and / or data related to Customers or the Remote Account Opening Services through or on the systems, equipment or tools of any telecommunications network provider; or
 - d. Under the specifications of Applicable Laws, any direct incidental, corresponding or consequential damage, loss or data damage, loss of profit, income, loss of goodwill, loss of opportunity or anticipated savings, or any other loss or damage of any kind resulting from Customer's withdrawal or reliance or use of the Remote Account Opening Services (whether the Bank has been informed of the possibility of occurrence).

- 8.2. If the Bank is for any reason held liable for its acts or omissions, its liability will be limited to the amount of the relevant transaction or to the direct damage to the Customer only (whichever is the lower amount of both).

9. Indemnity

The Customer shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of or in connection with the Bank's accepting and acting upon any information or communications provided to the Bank through the Remote Account Opening Services and/or the App, or any breach by the Customer of any terms, representations or warranties in these Terms and Conditions or any Other Applicable Terms.

10. General Provisions

- 10.1. These Terms and Conditions are the entire agreement and understanding between the Customer and the Bank regarding the Remote Account Opening Services, and shall supersede all prior agreements between the Bank on the subject matter. The Customer agrees that they are not entitled to any claim against the Bank regarding any representations not expressly contained in these Terms and Conditions.
- 10.2. The invalidity or unenforceability of any provision of these Terms and Conditions (or any part of any provision hereof) will not affect the validity or enforceability of any other provision (or the remainder thereof) of these Terms and Conditions. If any court of competent jurisdiction determines that the Bank shall not enforce any part of these Terms and Conditions in its drafted manner, the Bank may use similar provisions as enforceable under any Applicable Laws, and the remainder of these Terms and Conditions shall remain unchanged. No delay in enforcement by the Bank of any provision of these Terms and Conditions shall constitute a waiver of any right of the Bank hereunder.
- 10.3. The Bank has the right to revise these Terms and Conditions from time to time by giving prior notice. The Bank may give notice by display, advertisement or other means as the Bank consider appropriate. The Customer will be bound by any such revision if the Customer continue to use the Remote Account Opening Services on or after the effective date of such revision.
- 10.4. No person who is not a party to these Terms and Conditions shall be entitled to enforce or

enjoy the benefit of any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong).

- 10.5. In case of any ambiguity or inconsistency between the English and Chinese version of these Terms and Conditions, the English version shall prevail to the extent of such ambiguity or inconsistency. The Chinese version is available for reference purposes only.

11. Governing Law & Jurisdiction

- 11.1. These Terms and Conditions and the Customer's use of the Remote Account Opening Services shall be governed by the laws of the Hong Kong, and the Customer shall agree that Hong Kong courts shall have non-exclusive jurisdiction over the nature of any dispute between the Customer and the Bank regarding these Terms and Conditions and / or the Remote Account Opening Services. Nothing in the provisions of these Terms and Conditions prevents the Bank from initiating the relevant legal proceedings in respect of its intellectual property protection or any other matter relating to these Terms and Conditions and / or the Remote Account Opening Services in any other jurisdiction or in any court of competent jurisdiction.