

Chong Hing Bank Limited
Mobile Banking Services Terms & Conditions
("Terms and Conditions")

1. Please read carefully these Terms and Conditions before your access to or use of the mobile banking services provided by Chong Hing Bank Limited ("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 ("Mobile Banking Services"). The Bank may revise or supplement these Terms and Conditions from time to time with reasonable notice (except in the circumstances beyond the Bank's reasonable control). You acknowledge that the Bank may, in its sole discretion and with or without notice to you (and without any liability) including without limitation, (a) modify and supplement any part or all of the Terms and Conditions and/or any of the Mobile Banking Services and/or other services available to you thereunder; and (b) suspend or discontinue any part or all of the Mobile Banking Services and/or other services available to you thereunder.
2. You acknowledge and agree that the instructions and/or transactions conducted through Mobile Banking Services will not affect the validity of any instructions and/or transactions conducted through other ways including without limitation the Bank's Internet Banking services.
3. You also acknowledge and agree to the disclosure and/ or transfer of data and information in respect of your personal data, accounts, instructions and/or transactions details with the Bank to the mobile phone service providers, third party service/ facility providers and other third party engaged in any transaction or providing any service/ support in connection with the Mobile Banking Services, which shall be governed by the Personal Information Collection Statement(<https://www.chbank.com/en/personal/footer/others/privacy-policy/pics.shtml>) of the Bank effective from time to time.
4. Except due to the fraud, negligence or wilful misconduct of the Bank, its officers, employees or agents, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is the less), the Bank will not be liable for any loss, damage, costs, expenses or liabilities of whatsoever nature to you or any other person for any consequences arising from or in connection with the access to or use of Mobile Banking Services including without limitation:
 - (i) any dispute between you and the mobile phone service providers or any other third party from or in relation to the access to or use of the Mobile Banking Services;
 - (ii) any costs, fees, expenses, payments or charges by the mobile phone service providers or any other third party from or in relation to the access to or use of the Mobile Banking Services;
 - (iii) any disruption, interruption, interception, corruption, mutilation, suspension, delay, loss, omission, unavailability or failure in relation to or in providing the Mobile Banking Services, in transmitting or executing any instruction or communication, Content (as defined below) or information caused by any act, omission or circumstance beyond the reasonable control of the Bank including, without limitation, any failure of any website, communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment/installation or facility; and/or
 - (iv) any incidental or consequential loss or damages on any terminal, equipment or related facilities arising from or in relation to the access to or use of Mobile Banking Services.
5. You acknowledge and agree that these Terms and Conditions are in addition and supplemental to the terms and conditions of the Bank's Internet Banking Services(<https://www.ibanking.chbank.com/termOfConditionEN.html>), Account Rules(https://www.chbank.com/data/media/document/account_rules_eng.pdf), Personal Information Collection Statement(<https://www.chbank.com/en/personal/footer/others/privacy-policy/pics.shtml>) and any other applicable terms and conditions in force from time to time. In the case of and to the extent of any conflict/ discrepancy of these Terms and Conditions with other terms and conditions referred to above, these Terms and Conditions shall prevail.
6. Disclaimer:
 - 6.1 All information, materials, services and descriptions (collectively called "Information") provided under the Mobile Banking Services are subject to changes from time to time at the discretion of the Bank and/ or the service provider(s) concerned with or without prior notice, as the case may be. The Bank and / or the service provider(s) do(es) not warrant or represent on the accuracy, adequacy, timeliness or completeness of the Information and expressly disclaim(s) all obligations and liabilities with respect thereto.
 - 6.2 The products, services and Information provided under the Mobile Banking Services are available only in such jurisdiction(s) where and when they may be lawfully offered or be made available, whether by the Bank and / or service or content provider(s).
7. Copyrights & Intellectual Property
 - 7.1 All title, copyrights and other intellectual property rights in relation to the Mobile Banking Services, the Content and provisions thereof are owned by the Bank or by the respective content / service provider(s), as the case may be.
 - 7.2 You acknowledge that any part of the things that you may see, read, hear, download, install, modify or otherwise access from or via the Mobile Banking Services (including but not limited to messages, files, data, software, images, photographs, illustrations, expression, presentation, opinion, advice, form, format, mode or method of compilation, selection, configuration, programming, text and other materials) (collectively called "Content") is trade secret, confidential and proprietary property of the Bank and/ or the relevant service or content providers. You further acknowledge that such Content is subject to the copyright and / or other intellectual property rights of the Bank and/or any third party concerned (collectively called "Intellectual Property Rights").
 - 7.3 You agree that all rights, benefits, title and interest in and relating to the Mobile Banking Services, Content and programme as well as any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property(ies) of the Bank and/ or the relevant service or content providers, as the case may be. Nothing in these Terms and Conditions or in your use of the Mobile Banking Services will confer or transfer any Intellectual Property Rights to you or provide you with any licence / approval to exercise any Intellectual Property Rights or otherwise enable you to acquire any right with respect to the Mobile Banking Services and / or Content unless it is expressly stated to the contrary. You shall not make any representation or act in any way which may be taken to indicate or otherwise imply that you have any such rights, benefits, title or interest.

- 7.4 You acknowledge that the Bank and any information / service/ content provider may from time to time, subject to reasonable prior notice (where practicable), impose certain conditions upon the availability of any part of the Mobile Banking Services or the Content that it or they supply. You agree that your continued access to, or the availability to you of, such Mobile Banking Services or the Content after the relevant effective date of such conditions constitute your acceptance of those conditions.
8. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any claim, demand, action, arbitration or proceeding arising out of or in connection with these Terms and Conditions.
9. The Chinese version of these Mobile Banking Services Terms and Conditions is for reference only and in the event of any discrepancy between its English and Chinese versions, the English version shall prevail over the Chinese version to the extent of such discrepancy.

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