

## Affected Clauses in the Personal Net Banking Services Agreement (“Agreement”)

The following changes will be effective on and from 24 December 2011 (“Effective Date”):

- I. The original Clauses 2.1, 3.9, 7.3, 9.8 and 16.1 of the Agreement are deleted in their entirety and replaced by the following:
  - 2.1 The Bank shall provide an electronic service that permits the Customer to gain access to the Accounts, to carry out Transactions and make enquiries and to obtain other services which the Bank may provide from time to time at its sole discretion through the use of any computers, or other telecommunication, wireless or similar access devices on the terms of this Agreement.
  - 3.9 The Customer shall notify the Bank as soon as reasonably practicable by telephone at such telephone numbers or in writing to such address of the Bank as may be designated by the Bank from time to time, or in person at one of the Bank's branches if the Customer has reason to suspect or become aware of any disclosure or unauthorised use of the Login Name and/or the PIN of the Customer, or any loss or theft of the mobile phone SIM card with mobile phone number (or associated mobile phone handset) registered with the Bank for the purposes of receiving OTP transmissions. Otherwise, the Customer may be held liable for the losses.
  - 7.3 When the Customer visits the Website and/or the Personal Net Banking Services, "cookies" may be issued to and stored in the web browser of the Customer's computer for the Website and/or the Personal Net Banking Services retrieval later. ("Cookies" are small pieces of data automatically stored on the hard disk of the Customer's computer.) These "cookies" do not collect or store any personal information of the Customer while information is collected for improving the Website and/or the Personal Net Banking Services, thus enabling the Bank to provide more useful features for the Customer. Moreover, the information collected is on an anonymous and aggregated basis that the Customer cannot be identified from such information collected.
  - 9.8 Notwithstanding any other provisions of this Agreement, neither the Bank nor any other information or service provider 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 suffered by the Customer.
  - 16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Customer hereby agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts for any matters relating to this Agreement.
- II. The following Clauses 15.6 and 15.7 are inserted into the Agreement and the numbering of the original Clauses 15.6 shall become 15.8.
  - 15.6 To protect both the Customers and the Bank's staff, and to help resolve any disputes between the Customers and the Bank, the Customers acknowledge that:
    - (i) telephone conversations between the Bank and the Customers of the Personal Net Banking Services may be recorded; and
    - (ii) the Bank will keep a record of all instructions given by the Customers via the Personal Net Banking Services and telephones; and
    - (iii) the Bank may listen to telephone calls (and recordings thereof) made in respect of the Personal Net Banking Services in order to assess and improve the quality of the service.

15.7 Neither party will be liable for the delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs, or other industrial action or trade disputes (whether involving either party or those of a third party), earthquakes, floods or any other natural disasters. Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extend by a period which is reasonable in the circumstances.

III. To enhance consistency between the English and Chinese versions of the Agreement, the original Clause 11.3 in English version of the Agreement is deleted in their entirety and replaced by the following. Nevertheless, the Chinese version of the Agreement is not affected.

11.3 Notwithstanding any provisions in this Agreement, the termination of this Agreement pursuant to this Clause 11 shall not affect any antecedent liabilities of the parties hereunder or any Instructions given prior to such termination. Specifically, this Clause 11.3 and Clauses 8, 9, 10, 13, and 16 shall survive even after termination of this Agreement.

If you have any enquiries, please call our e-Banking Support Hotline at (852) 2541-9206. Please note that the above amendments shall be binding on you if you continue to use and/or retain your Net Banking account(s) on or after the Effective Date. If you do not accept the above amendments, we shall not be able to continue providing such services to you and you must notify us via any of our branches before the Effective Date.

If there is any inconsistency or conflict between the English and Chinese versions of this document, the English version shall prevail.

Public Bank (Hong Kong) Limited  
October 2011