

Terms and Conditions for PBHK Digi

Please read the following terms and conditions (“**T&C**”) carefully before using PBHK Digi Mobile Application (“**PBHK Digi**”). By using PBHK Digi, you are deemed to have read, understood and accepted the T&C and agreed to be bounded by them.

Definition

1. Unless otherwise stated, the terms: -

“**Application**” shall mean PBHK Digi and/or the facilities, services and offers to be provided by the Bank (at its sole and absolute discretion) to User in PBHK Digi;

“**Bank**” shall mean Public Bank (Hong Kong) Limited and its successors and assigns;

“**Contents**” shall mean all or any part of the contents, materials and functions of the Application, including but not limited to information, websites, links, codes, programs, software, logos, icons, trademarks, copyrights, pictures, images, sounds, products and services of the Bank or any compilation or combination of them;

“**Hong Kong**” shall mean the Hong Kong Special Administrative Region; and

“**User**” or “**you**” shall mean any individual customers of the Bank who access or use the Application.

Territorial Restriction

2. The Application is intended for use by persons residing in Hong Kong and use within Hong Kong. The Bank does not intend to distribute the Application to any persons, or for the Application to be used, in any country where it would breach Hong Kong law or any local law or regulations. If you are not residing in Hong Kong or if you are using the Application outside Hong Kong, you must comply with the relevant country's applicable laws and regulations before using the Application. By using the Application, you confirm that you have complied with all applicable laws and regulations of the relevant country.

Governing Terms and Conditions

3. User's access or use of the Application is subject to the User's agreement to be bound by the Bank's Disclaimer and Privacy Policy posted at the Bank's website. You should not download and access or use any part of the Application if you do not agree to be bound by the Bank's Disclaimer and Privacy Policy.

4. By accessing or using the Application, User further acknowledges and agrees that:-

- a. The T&C is in addition and supplemental to the Bank's “Rules for Account Holder”, “Supplement to “Rules for Account Holder” on Customer Terms and Conditions for Bank Services relating to Faster Payment System”, “Personal Net Banking Services Agreement”, “Notice to Customers and Others relating to the Personal Data

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(Privacy) Ordinance and Public Bank (Hong Kong) Limited's Data Policy etc." and other applicable terms and conditions in force from time to time (collectively, **"Other T&Cs"**);

- b. The T&C is not intended to and will not supersede or replace Other T&Cs, which shall continue to apply unless otherwise provided. In the event of the inconsistency or conflict between the T&C and Other T&Cs, the T&C shall prevail where the Application is concerned;
- c. User should have (i) a valid and activated Net Banking account of the Bank, (ii) a valid Hong Kong mobile number registered in the Bank, (iii) a valid email address registered in the Bank and (iv) the Application installed in the User's mobile device.
- d. User's access or use of the Application is at User's own risk. The Application and the Contents are provided on an "as is" basis and "as available" basis. The Bank makes no warranty of any kind, expressed or implied, including but not limited to, that (i) the Application will be compatible with User's mobile device or any hardware or software thereof; (ii) the Contents, data, information and results that may be obtained from the use of the Application will be available at all times and on time and will be accurate, adequate, sufficient, complete, useful or reliable; (iii) the Application and the Contents will be free from any computer virus, disruptive properties, faults, error, interruption or infringement; (iv) the Application will execute the instructions in a timely manner or at all; (v) the Application will meet User's requirements and expectation; and (vi) the Application are of merchantability or fit for a particular purpose;
- e. The Bank shall not be in any event liable to any person for any failure of providing the Application in whole or in part or for User's liability caused by the failure to gain access in whole or in part to the Application due to the delay or failure of any communication networks or any other reason;
- f. The Bank shall not be in any event liable to any person for any line or system or connection failure, program error, incomplete, incorrect, blackout or error in transmission, computer virus, data corruption and delay, or unavailability of access or security issues in connection with User's use of the Application whether due to reasons attributable to the Bank or beyond the Bank 's control;
- g. Any Contents downloaded are obtained at User's own discretion and risk and that User shall be solely responsible for any damage or loss of data to User's mobile devices;
- h. The Application may contain hyperlinks to other resources, applications, sites, pages or software of third party which are not offered, maintained and/or controlled by the Bank and User shall use the hyperlinks at his/her own discretion and risk and shall be solely responsible for (i) any damage or loss caused by or in connection with the access to, use of, reliance on, downloading or installing such hyperlinks, resources, applications, sites, pages or software by User; (ii) any agreements, contracts, arrangements entered into between User and any such third party; and (iii) the safety of information which User may provide to any such third party; and the Bank does not endorse or recommend, and shall not be

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responsible or liable for the safety, accuracy, truthfulness or availability of any such hyperlinks, resources, applications, sites, pages or software or any contents thereof and for any failure of products or services offered or posted or advertised by such third party. Such third party may have a privacy policy different from the Bank and may have a lower data protection security standard than the Bank;

- i. The Bank is not the manufacturer of User's mobile devices nor a telecommunication service provider and the Bank shall not be in any event liable to any loss or damage, whether directly or indirectly, resulting from (i) the access or use or inability to access or use the Application via User's mobile devices; and (ii) any damage or loss of data to User's mobile devices whether or not caused by the access or use of the Application; and
- j. The Bank shall not be in any event responsible for any loss or damage, whether directly or indirectly, resulting from (i) statements or conduct of any third party in connection with the Application; and (ii) User's use, inability to use or reliance on any of the Contents or any such third party.

Indemnity

5. By accessing or using to the Application, User agrees to indemnify, hold harmless and defend the Bank and its related companies, affiliates, officers, employees, agents against any and all claims, actions, proceedings, damages, injuries, liabilities and all costs suffered or incurred as a result of User's access or use of the Application (including any unauthorized access or use by any third parties).

Intellectual Property

6. The Bank grants User a revocable, non-exclusive, non-transferrable, limited right to install and use the Application on mobile device(s) controlled by User, and to access and use the Application on such mobile device strictly in accordance with the T&C.
7. The Application is intended for User's private personal use and User shall not yourself and shall not attempt to or permit any third party to distribute, modify, reverse engineer, transfer, assign, transmit, disclose, disseminate, display, publish, put in circulation, convey, lease, share, loan, download, duplicate, copy, repost, reproduce, sell, store in any retrieval system, in any way broadcast, prepare derivative works based on, remove, obliterate, erase, relocate, modify, decompile, translate, convert, adapt, alter, enhance, add to, delete, in any way tamper with, gain unauthorized access to or otherwise make use of the Application and/or the Contents or any parts thereof for public or commercial or any other purposes without the Bank's prior written consent. All intellectual property rights, trade secret, confidential and proprietary information in and to the Application and its Contents are owned by the Bank or by the respective intellectual property or content owners and are protected by the relevant intellectual property laws of Hong Kong.

Saved Data

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8. Unless the laws and regulations of Hong Kong otherwise required, the Bank shall not be obliged to retain records and shall not be in any event liable for any loss or damage of any inputs or data entered by User, preferences set by or orders placed by User that may be stored or saved when using the Application.
9. Certain personal information and other information provided by User in the use of the Application may be stored on User's mobile device even if such information is not collected by the Bank and the Application may collect the unique device identifier of User's mobile device and may employ other technologies and practices to provide functionality for the Application. It is User's responsibility to maintain the security of its mobile device to avoid unauthorized access.

Unauthorized and Prohibited Access

10. It is User's responsibility to advise the Bank immediately if User is aware of or suspects that there exists, any unauthorized access to the Application has been made available by User that may result in unauthorized usage of the PBHK Digi service.
11. The Bank may at any time in its absolute discretion prohibit User to use all or partial features of the Application without giving User any reason and notice. The Bank shall not be liable for User's any loss or damages resulting from, whether directly or indirectly, consequentially or incidentally, such prohibition.

Limitation of Liability

12. In no event shall the Bank be liable to any User on account of such User's use, misuse or reliance on the Application for any damages whatsoever, including direct, special, punitive, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data whether brought in warranty, contract, intellectual property infringement, tort (including negligence) or other theory, even if the Bank is aware of or has been advised of the possibility of such damage, arising out of or connected with (1) the use (or inability to use) or performance of the Application, or (2) reliance upon the information provided by the Application or (for the avoidance of doubt) for any loss or damages or expenses whatsoever, including direct, special, punitive, indirect, consequential or incidental, resulting from use of the Application outside the territory or any of the circumstances referred to in clauses 4, 8 to 10 and 12 hereinabove.
13. The Bank shall not assume any legal liability or responsibility for the accuracy, completeness, timeliness or usefulness of any information or services accessible from the Application.
14. The User of the Application assumes all responsibility and risk for the use of the Application generally.

No Advice and No Waiver

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15. The Contents shown in the Application shall not be regarded or considered as an offer or solicitation to sell or buy or subscribe to any investments, products or services or make deposits, or to provide any recommendation or advice to any person. The Contents are not intended to provide any professional advice and shall not be so relied upon. User assessing or using the Application is advised to obtain appropriate independent professional advice before making an investment, financial decision or purchasing any products or subscribing any services.
16. No failure or delay by the Bank in exercising its right, power, privilege or remedy hereunder shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

Severability

17. The illegality, invalidity or unenforceability (to any extent) of any provision the T&C shall not affect the legality, validity or enforceability of any other provisions hereof and the application of that provision to other circumstances, and each provision hereof shall be valid and enforceable to the fullest extent permitted by laws of Hong Kong.

Governing Law

18. The T&C shall be governed by and construed in accordance with the laws of Hong Kong and User agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Amendment

19. The Bank hereby reserves the right to modify, change, update, revise, improve, expand, suspend, withdraw, disable or discontinue (whether temporarily or permanently) the Application or any part thereof at its absolute discretion with or without notice at any time and from time to time and without an ongoing obligation or liability to User. User's use of the Application does not entitle User to the continued provision or availability of the Application. Any such modification, change, update, revision, improvement, expansion shall be done by posting it on the Bank's website and/or the Application. Alternatively, the Bank may automatically electronically upgrade the version of the Application that User is accessing or using and user shall consent to such automatic upgrading on its mobile device, and agree the T&C shall continue to apply to all such upgrades. User hereby agrees that the Bank shall not be in any event liable to User or to any third party for any modification, change, update, revision, improvement, expansion, suspension, withdrawal, disabling or discontinuance of the Application.
20. Any or all of the T&C may be amended or modified by the Bank at its absolute discretion at any time and from time to time by posting the revised version on the Application and/or the website of the Bank. User hereby agrees that User's access to

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the Application after the relevant effective date of such revised T&C shall constitute User's acceptance of such revised T&C.

No Third Party Rights

21. No person other than the User and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the T&C.

Language Version

22. Should there be any inconsistency or conflict between the English and Chinese versions of the T&C, the English version shall prevail.