

## 328 Business e-Banking Service Agreement

To : Dah Sing Bank, Limited Hong Kong

In consideration of Dah Sing Bank, Limited (“**Bank**”) agreeing to provide its 328 Business e-Banking Service to me/us, I/we (“**Customer**”) agree to be bound by the following terms and conditions:-

### 1. Definitions

In this Agreement, the following words and expressions shall have the following meanings:-

“**Administrator**” means such person (or a maximum of 2 persons) as may be designated and appointed by the Customer and notified to the Bank in such manner as may be required by the Bank as the Administrator responsible for, *inter alia*, the management and control of the use of the Service by the Customer;

“**Approver**” means such person as may be designated and appointed by the Customer and notified to the Bank in such manner as may be prescribed by the Bank as the Approver responsible for, *inter alia*, the approving and giving of Instructions;

“**Instruction**” means any instruction given or purported to be given by the Customer or any User for and on behalf of the Customer to the Bank in accordance with Clause 3 for the purpose of effecting Transactions or for any other purpose in connection therewith through use of the Service;

“**Maker**” means such person as may be designated and appointed by the Customer and notified to the Bank in such manner as may be prescribed by the Bank as the Maker responsible for, *inter alia*, the preparing of Instructions;

“**PIN**” means the personal identification code which may be assigned by the Bank to or selected by an User for the purpose of gaining access to the Service by such User for and on behalf of the Customer;

“**Service**” means the online services and facilities offered by the Bank through the Website pursuant to which the Customer may give instruction to the Bank for the purpose of effecting Transactions or for any purpose in connection therewith;

“**Transaction**” means any cash management transactions (including but not limited to the making of contributions under mandatory provident fund and any account/transaction enquiries, the conduct of payment and payroll transactions and the placing of fixed deposits) or any other transaction services (including but not limited to upload of contribution file for mandatory provident fund) as may be offered by the Bank from time to time;

“**User**” means the Administrator and/or any person designated and appointed by the Administrator as a Maker in accordance with Clause 2.2 and/or any person designated and appointed by the Customer as an Approver;

“**Website**” means the Internet site and/or any mobile application of 328 Business e-Banking Service established, operated and/or maintained by or on behalf of the Bank.

### 2. Service

2.1 The Bank will provide the Service to the Customer during such times as the Bank may from time to time determine subject to the terms and conditions of this Agreement.

2.2 For the purpose of gaining access to the Service, the Customer shall designate and appoint the Administrator who shall have the following powers and authority:-

(a) to manage and control the access of and the use of the Service by the Customer;

(b) to give Instruction for and on behalf of the Customer which shall be binding on the Customer;

(c) to designate, appoint and remove in such manner as may be required by the Bank any person as a Maker gain access to the Service and to give Instruction for and on behalf of the Customer which shall be binding on the Customer;

(d) to receive any PIN from the Bank for any User; and

(e) to designate such accounts with the Bank which are acceptable to the Bank for any purpose in connection with the Service in such manner as may be acceptable to the Bank.

### 3. Instruction

3.1 Notwithstanding the terms of the mandate or other agreement between the Bank and the Customer governing any Transaction, the Bank is requested and authorized, but is not obliged, to rely upon and act in accordance with any Instruction for effecting any Transaction which may from time to time be, or purport to be, given through use of the Service without any enquiry by the Bank as to the authority or identity of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such Instruction.

3.2 Without prejudice to Clause 3.1, the Bank may refuse to accept any Instruction if the person giving or purporting to give the Instruction shall fail to produce or quote such information as the Bank may in its discretion deem necessary, including but not limited to the quoting of the PIN of an User or for any other reason as the Bank thinks fit. For the avoidance of doubt, the Bank will not be required to request any person to produce or quote any information, including any PIN, before accepting any Instruction.

3.3 All Instructions, once given, shall be irrevocable and binding on the Customer.

3.4 The Bank’s record of Instructions and Transactions shall be conclusive evidence against the Customer.

### 4. Limitation of Liability

4.1 The Customer undertakes to and shall procure each User to (a) keep his PIN secret and if the Customer acts in good faith and is diligent in safeguarding and procuring the Users to diligently safeguard his PIN, the Customer shall not be liable for any unauthorized Transaction made through the Service; (b) inform the Bank as soon as reasonably practicable if the Customer or any User knows or suspects that someone else knows or have access to the PIN or that unauthorized Transactions have taken place and if the Customer or the User fails to do so, the Customer shall be liable for any unauthorized Transactions made; and (c) be liable for all losses if the Customer or any User acts fraudulently or with gross negligence including failing to properly safeguard the PIN. However, the Customer shall not be liable for indirect, special or consequential losses or damages.

4.2 The Customer will not be responsible for any unauthorized Transaction if he acts in good faith and has exercised all diligence in safeguarding the PINs including unauthorized Transactions caused by:

(a) a computer crime not prevented by the Bank’s security system;

(b) a human or system error caused by the Bank which results in an improper Transaction leading to lost or misplaced funds; or

(c) a missed or misdirected payment caused by the Bank.

The Customer will be entitled to reimbursement from the Bank for interest or late penalties incurred by the Customer for missed payments attributable to the causes referred to in this Clause 4.2.

4.3 The Bank shall not be liable for any loss incurred by the Customer as a result of its action or omission unless such loss arises from its negligence or wilful default in which event the Bank’s liability is limited to the direct consequence of any such act or omission.

### 5. Warranties

5.1 The Customer hereby warrants to the Bank as follows:

(a) he/she will not permit access to the Service to any person other than the User and that no person other than the User will be permitted to have access to the Service or any PIN;

(b) he/she will not gain access to the Service in any country or jurisdiction where the offering of the same by the Bank is not lawful or where this Agreement may not be enforceable by the Bank against the Customer;

(c) he/she will not, and will not attempt to, reverse engineer, decompile, disassemble or otherwise tamper with any software relating to the Service and any part of the Website;

(d) he/she will ensure that the browser cache memory will be cleared as soon as the User signs off each time after having gained access to the Service and each User will exit the browser immediately after each use of the Service; and

(e) he/she will follow and will ensure each User will follow strictly any user guide provided by the Bank from time to time in connection with the use of the Service.

5.2 The Customer agrees that the Bank may provide or disclose information in connection with any of the Customer’s accounts and any Transaction to the User.

### 6. Miscellaneous

6.1 The Customer’s access or use of the Website shall be subject to the Customer agreeing to be bound by the terms and conditions of applicable agreement(s) including but not limited to the 328 Business e-Banking Website User Agreement (as posted on the Website and may be amended by the Bank from time to time) (“**User Agreement**”). In the event of conflict between the provisions of this Agreement and the User Agreement in relation to the access or use of the Website, the provisions of the User Agreement shall prevail.

6.2 Unless otherwise agreed to by the Bank, any Transaction effected by the Customer pursuant to an Instruction shall be subject to (i) the specific terms and conditions thereof (which can be found on the Website); (ii) the terms of any account mandate applicable thereto; or such other terms and conditions as the Bank may notify the Customer from time to time (collectively, “**Specific Terms and Conditions**”). In the event of conflict between the provisions of this Agreement and the provisions of the Specific Terms and Conditions, the latter shall prevail. The Customer agrees that the giving of an Instruction to effect any Transaction constitutes its acceptance of the relevant Specific Terms and Conditions.

6.3 The Bank may impose such fees and charges as may be prescribed by the Bank from time to time in connection with the use of the Service by the Customer and the Customer hereby authorizes the Bank to debit any of the Customer’s accounts maintained with the Bank for all such fees and charges incurred.

6.4 The Bank may amend the terms and conditions of this Agreement by giving prior notice to the Customer.

6.5 The Customer may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Bank.

6.6 Either party may terminate this Agreement by giving 30 days’ prior written notice to the other provided that the Bank may terminate it immediately upon any reason as the Bank may deem appropriate or upon any breach of this Agreement by the Customer. This Agreement shall automatically determine upon (where applicable) the death, mental disability, bankruptcy, liquidation or dissolution of the Customer or upon the appointment of a receiver, liquidator or trustee or other analogous officer for the Customer save that any accrued rights of the Bank against the Customer shall survive such termination.

6.7 Any notice or communication pursuant to this Agreement shall be in writing (or by such other means (including electronic means) as the Bank may request) and shall be deemed to have been validly served if personally delivered or mailed by ordinary mail to the address of the Customer on the Bank’s latest record and, if to the Bank, to any of the branches of the Bank (or at such other unit or address as the Bank may notify the Customer from time to time), or if sent by fax to the Bank’s fax number (as may the Bank may notify the Customer from time to time) when acknowledged in writing by the Bank or if sent by fax to the Customer when dispatched.

6.8 Where the Customer consists of more than one person, the liabilities of such persons shall be joint and several.

6.9 References to Clauses in this Agreement are to clauses of this Agreement. Unless the content in this Agreement requires otherwise, references to one gender shall include all other genders; and references to the singular shall include the plural and vice versa.

6.10 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR and subject to the non-exclusive jurisdiction of the Court in the Hong Kong SAR.

6.11 If, at any time, any of the terms and conditions of this Agreement is or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.

6.12 No waiver 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, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

6.13 Nothing in this Agreement shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong SAR.

6.14 The Chinese version of this Agreement is for reference only. Should there be any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

January 2019

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## Terms and Conditions for Payroll/ Autopay-Out Service

By using the Payroll/Autopay-Out Service of Dah Sing Bank, Limited (“**Bank**”), the Company (defined hereinafter) agrees or is deemed to have agreed to be bound by the terms and conditions contained herein below:-

1. In respect of Payroll/Autopay-Out services:-

(a) The Bank is authorized by the Company to effect payment to the account(s) as per subsequent electronic fund disbursement file(s) prepared and submitted to the Bank by the Company (“**Fund Disbursement File**”) through the Bank Outward Autopay System on the effective payment date(s) mentioned in the Fund Disbursement File.

(b) The Bank is authorized by the Company to debit the account(s) as designated by the Company and notified to the Bank from time to time (“**Originator Account(s)**”) for the total amount of payment at one banking day before the effective date of payment. If the payment effective date falls on Saturday/Sunday/Public Holiday/non-banking day, the instruction will be executed on the next banking day. The Bank is also authorized by the Company to debit the same account (s) for any charges incurred in processing such autopay items and any returned items.

(c) Until further notice, the Bank is authorized by the Company to process debits to the Originator Account(s) notwithstanding that to do so may result in an overdraft or an increase of the overdraft on the Originator Account(s) provided that the Bank will be entitled not to honour such payments should the Originator Account(s) not contain the necessary funds.

2. The Company acknowledges and understands that the Bank Outward Autopay System is a numerically based system and agree that the Bank will be under no obligation to ensure that the name of any account holder (as given in the Fund Disbursement File) is identical or similar to the name of the account holder(s) according to the Bank’s records and confirm that a transfer to (or from as the case may be) an account having the same number as that given in the Fund Disbursement File shall constitute good and complete compliance by the Bank with the Company’s instructions.

3. The Company acknowledges that the computer software provided by the Bank (if any) to the Company for generating the Fund Disbursement File are the property of the Bank and agrees that such computer software will be solely used by the Company. The Company shall forthwith destroy such computer software upon termination of the relevant services provided hereunder. The Bank shall have the right to update and demand for the return of such computer software at any time by giving notice in writing to the Company.

4. The Bank shall not in any event be liable to the Company for any damages or losses of whatsoever nature resulting from or arising out of the provision of the services provided hereunder by the Bank or the Company’s use of the computer

software provided by the Bank or Alpha-HRMS or other software suppliers as designated by the Bank from time to time. Unless the Bank fails to act in good faith, the Company shall hold the Bank harmless and indemnified against all actions, proceedings, liabilities, claims, loss, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the use of the services provided hereunder.

5. The Company shall at all times observe and comply with the Security Guideline for Using 328 Business e-Banking (www.dahsing.com/internetsecurity).

6. If any of the services provided hereunder is not being used for over one year, the Bank shall have the right to maintain or delete the Company’s records in the Bank file without giving any prior notice to the Company.

7. The Company warrants that the Company has obtained or will obtain the consent of the data subjects (within the meaning of Personal Data (Privacy) Ordinance) referred to in the Fund Disbursement File to the disclosures of their personal data to the Bank and that the Bank may use such personal data for such purposes as the Company may instruct the Bank from time to time.

8. The Bank may at its sole and absolute discretion terminate the services provided hereunder by giving seven days’ notice in writing to the Company without giving any reason thereof.

9. For the purpose of these Terms and Conditions, “**Company**” means the entity using the services provided hereunder (including but not limited to a limited company, sole proprietorship, partnership, society, club, association, owners incorporation, trade union, trust and joint venture).

10. Any or all of these Terms and Conditions may be amended or modified by the Bank at its sole and absolute discretion at any time and from time to time by posting the revised version on the Website (as defined in the 328 Business e-Banking Website User Agreement (www.dahsing.com/en/pdf/sme/user\_agreement.pdf)). The Company hereby agrees that the Company’s access to or the availability to Company of the Website after the relevant effective date of such revised Terms and Conditions shall constitute the Company’s acceptance of such revised Terms and Conditions.

11. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Company agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

12. The Chinese version of these Terms and Conditions is for reference only. Should there be any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

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| Dah Sing Bank, Limited |