

Terms and Conditions for OCBC Velocity Service and Business Mobile Banking Service

1. Definitions and interpretation

- 1.1 Except to the extent that the context requires otherwise, the following terms shall have the following respective meanings in the terms and conditions herein:

“Access Device” means the PIN, SMS OTP, Face ID, Fingerprint, Token and any other form of electronic identification or device issued or prescribed by or on behalf of OCBC Bank (Hong Kong) Limited (the “Bank”) for use by the Customer and its Authorised Users in accessing the OCBC Velocity Service and Business Mobile Banking Service.

“Application” means the application for use on mobile devices currently designated by the Bank as the “Business Mobile Banking” application, and the services, functions, information and/or any other material (including, data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank.

“Authorised User” means the person for the time being authorised by the Customer to operate, access or receive Information relating to any or all of the Customer’s accounts as maintained with the Bank by or through the OCBC Velocity Service and Business Mobile Banking Service.

“Computer System” means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations.

“Face ID” means each facial identification enrolled by a Face Recognition Feature on a Registered Mobile Device.

“Face Recognition Features” means such third party face recognition features designated as such by the Bank from time to time.

“Fingerprint” means each fingerprint enrolled by a Fingerprint Recognition Feature on a Registered Mobile Device.

“Fingerprint Recognition Features” means such third party fingerprint recognition features designated as such by the Bank from time to time, and shall be deemed to include, unless otherwise notified by the Bank, the fingerprint recognition features of Apple’s iOS which is designated by Apple as “Touch ID” and the fingerprint recognition features of Google Android on Bank-designated devices.

“Intellectual Property Rights” means all copyrights (including rights in computer software and databases), design rights, trade marks, service marks, topography rights, patents, trade names, moral rights, rights in know-how and trade secrets, in each case whether registered or unregistered and also includes applications for the grant of any of the same and all rights or forms of protection having equivalent or similar effect to any of the same.

“Internet” means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines.

“Internet Service Provider” means any Internet access service provider and/or any other parties that provide Internet access to the Customer.

“OCBC Velocity Service” refers to the services, products, features and/or functionalities offered by the Bank from time to time to the Customer, designated by the Bank as “OCBC Velocity” through such website, channel or other electronic means as the Bank may prescribe from time to time, which enable the Customer to electronically access his or her account(s), access products and/or services, and/or effect banking and/or other transactions, and form part of the Internet Banking.

“Business Mobile Banking Service” means the services, products, features and/or functionalities offered by the Bank from time to time to the Customer, through the Application, and shall include the OCBC OneTouch Service, the OCBC OneLook Service, the OCBC OneToken Service, and form part of the Mobile Banking.

“OCBC OneLook Service” means the “OneLook”-branded services, products, features and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of Face Recognition Features on Bank-prescribed mobile devices, via the application(s) currently designated by the Bank as “Business Mobile Banking”.

“OCBC OneToken Service” means the “OneToken”-branded services, products, features and/or functionalities offered by the Bank from time to time to the Customer, accessible through such hardware, system, software, application or device issued or prescribed by or on behalf of the Bank, including the Business Mobile Banking Service.

“OCBC OneTouch Service” means the “OneTouch”-branded services, products, features and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of Fingerprint Recognition Features on Bank-prescribed mobile devices, via the application(s) currently designated by the Bank as “Business Mobile Banking”

“Relevant Person” means any bank, service providers, Internet Service Providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or card institution involved in the OCBC Velocity Service and Business Mobile Banking Service from time to time including and any person using (whether or not authorised) such services.

“Registered Mobile Devices” means Bank-prescribed mobile devices with Fingerprint Recognition Features, and/or, as the case may be, the Face Recognition Features, which have been registered by the Bank for certain aspects, features or services of the OCBC Velocity Service and Business Mobile Banking Service (including the OCBC OneTouch Service and the OCBC OneLook Service) in respect of an account or accounts of a particular Customer.

“SMS” means Short Message Service which is a service for sending short text messages to a cellular phone or any other device which is capable of receiving or displaying such messages.

“SMS OTP” means a password issued by the Bank through short message service that is only valid for one session or transaction on a Computer System, mobile device or any other digital device, for the purpose of authentication.

“Third Party” means any persons or parties apart from the Bank, designated by the Bank to provide and/or process the functioning of OCBC Velocity Service and Business Mobile Banking Service whether directly or indirectly, from time to time as deemed necessary.

“Token” means any verification code, password or other identifier generated through such hardware, system, software, application or device issued or prescribed by or on behalf of the Bank for use by the Customer in accessing and/or using OCBC Velocity Service and Business Mobile Banking Service or any part thereof, including any of the aforementioned subject matter generated in conjunction with the use of the OCBC OneToken Service, the OCBC OneTouch Service and/or OCBC OneLook Service (where the Customer has selected such capability).

- 1.2 Unless otherwise expressly defined herein, the terms defined in the Terms & Conditions for all Accounts and Related Services have the same meanings in the terms and conditions herein.

2. Terms and Conditions

OCBC Velocity Service and Business Mobile Banking Service and all related accounts and services are subject to the terms and conditions in the Terms & Conditions for all Accounts and Related Services and any other terms and conditions applicable to eBanking Services. In the event of any conflict or inconsistency between the terms and conditions herein and the Terms & Conditions for all Accounts and Related Services and such other terms and conditions, the terms and conditions herein shall prevail to the extent of such conflict or inconsistency.

3. Provision of services

- 3.1 The Bank may, from time to time and without giving any reason or prior notice, upgrade, expand, modify, suspend or discontinue the provision of or remove, whether in whole or in part, OCBC Velocity Service and/or Business Mobile Banking Service, and shall not be liable if any such upgrade, expansion, modification, suspension or removal prevents the Customer from accessing any part of the OCBC Velocity Service and/or Business Mobile Banking Service.

- 3.2 A Customer of the Bank who has opened one or more accounts may apply to the Bank for the use of OCBC Velocity Service and/or Business Mobile Banking Service, but the Bank reserves the right to reject or accept such applications and is not obliged to respond to any request for information from unsuccessful applicants.

- 3.3 The Customer shall provide to the Bank all documents and other information required by it to provide any service.

- 3.4 The Customer agrees to comply with all guidelines, policies and conditions pertaining to the OCBC Velocity Service and/or Business Mobile Banking Service.

3.5 Authority

The Bank may rely on the authority or purported authority of each Authorised User or any person (whether authorised or unauthorised by the Customer) using the Customer's or Authorised User's Access Device or such other forms or means of identification as may be specified by the Bank in its absolute discretion from time to time, to transmit information, instructions, request, payment orders, messages and other communications (each, a “Communication”) on its behalf and to do any other act until the Bank has received written notice or other notice acceptable to it of any change from a duly authorised person and the Bank has had reasonable time to act (after which time it may rely on the change). All use and / or access of the OCBC Velocity Service or Business Mobile Banking Service by or purportedly by Authorised Users shall be deemed to be the Customer's use and/or access. All references to a Customer's use of or access to the OCBC Velocity Service or Business Mobile Banking Service shall be deemed to include its Authorised Users' use and / or access where applicable.

3.6 Communications

- a) The Customer shall observe and comply with the procedures and practices from time to time specified by the Bank, including the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software (the "Procedures") in connection with each Communication, designed to verify the origination (but not errors in transmission or content, including discrepancies between account names and numbers) of Communications sent by the Customer and the Bank. The Customer acknowledges the risk associated with transmitting Communications and will comply with the Procedures in connection with each Communication. Use of the Token may be subject to such conditions of use as may be prescribed by the Bank from time to time and which the Customer may be required by the Bank to accept before use of the Token is permitted, as well as any applicable terms and conditions of relevant third party providers.
- b) The Bank shall be entitled to act on a Communication and shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation of the Communication to be given by the Customer. The Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided. In addition, the Bank shall not be liable for acting on, and the Customer agrees to be bound by, any Communication sent in the name of the Customer. Any use of or access to the OCBC Velocity Service or Business Mobile Banking Service referable to, and any Communications identified by, the Customer's or Authorised User's Access Device (whether such access or use or Communication is authorised by the Customer or not) shall be deemed to be, as the case may be: (a) use of or access to the OCBC Velocity Service or Business Mobile Banking Service by the Customer or Authorised User; or (b) Communications transmitted or validly issued by the Customer or Authorised User.
- c) The Bank is not obliged to act on any Communication. Without prejudice to the generality of the aforesaid, the Bank is not obliged to act on a Communication which is not transmitted in accordance with the Procedures. The Bank may act on an incomplete Communication where, in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to discover, and shall not be liable for, errors or omissions made or purportedly made by the Customer or the duplication of any Communication by or purportedly by the Customer.
- d) The Bank shall be entitled, at its absolute discretion and without giving any notice or reason therefor, to refuse to execute any Communication including in instances where the Bank reasonably doubts its contents, authorisation, origination or its compliance with the Procedures without incurring any responsibility for loss, liability or expense arising out of so declining to act.
- e) If the Customer informs the Bank that it wishes to recall, cancel or amend a Communication after it has been received by the Bank, the Bank may (without being obliged to) use its reasonable efforts to assist the Customer to do so, but shall not be liable for any loss, cost or expense suffered by the Customer if the Bank does not or is unable to amend, cancel or recall that Communication. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend a Communication.

3.7 Software licence

- a) Where applicable, the Bank may allow the Customer to use any software made

available to the Customer by or on behalf of the Bank (the "Software") for the purposes of making and receiving Communications and using any OCBC Velocity Service or Business Mobile Banking Service.

- b) Where applicable, the Bank will provide one copy of the Software for the Customer facility at which the Bank approves in writing the use of the Software, together with such copies of any materials relating to the Software or any OCBC Velocity Service or Business Mobile Banking Service ("Materials") as the Bank considers necessary to enable the Customer to use the Software.
- c) The Customer shall only use the Software in connection with these terms and conditions and in accordance with the Procedures and the Materials. The Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the Software.
- d) The Customer shall not copy the Software other than (i) to make three copies of the Software for archival purposes, (ii) in the case of an emergency where the Bank has given its permission for the making of a specified number of additional copies, or (iii) to enable the replacement of Software recorded on defective media, and in each case provided the Bank's copyright and other proprietary notices, as they appear on the most recent version of the Software, are included on all copies.
- e) The Customer shall not (i) alter or modify any Software, (ii) reverse engineer, decompile, reverse input or disassemble the Software or (iii) assign, sub-licence, or otherwise transfer, publish or disclose the Software.
- f) The Bank does not warrant that the Software or any communication, processing or transaction system is error free or defect free, or that the Software is compatible with any equipment not provided or approved by the Bank.
- g) The Software and related Intellectual Property Rights together with any Intellectual Property Rights relating to any Communication or any OCBC Velocity Service or Business Mobile Banking Service are and shall remain the absolute property of the Bank and no licences other than those expressly contained herein are granted to the Customer.

3.8 Disclaimer of warranties

The Software is provided on an "As is" and "As available" basis, and the Bank does not make, and the Customer now expressly waives, all warranties, express implied or statutory, including but not limited to, warranties of non-infringement of third party rights, titles, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, fitness for a particular purpose, continued availability, or compatibility with any other equipment or other software not provided or approved by the Bank.

3.9 Performances

In acting on any Communication and providing the OCBC Velocity Service or Business Mobile Banking Service, the Bank is authorised to use any communications, processing or transaction system or intermediary bank it reasonably selects. The Bank's performance is subject to the rules and regulations in force from time to time of any such system or intermediary bank.

3.10 Responsibility

- a) The Bank shall not be liable for delay or failure in performance by, nor the accuracy of any Communication provided or purportedly provided by the Customer and shall have no liability to the Customer for any loss of profit or any indirect, incidental or consequential loss or damages, even if advised of the possibility of such loss or damages.
- b) The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank and accepts no liability to the Customer for any period when any such communication system is unavailable or disrupted or for any related delays or disruption in the provision of any OCBC Velocity Service or Business Mobile Banking Service.

3.11 Equipment

- a) If in connection with the terms and conditions herein, the Customer operates equipment (including hardware and security devices), the Customer shall ensure the security, proper use and maintenance of the equipment.
- b) If the Bank supplies equipment, the Bank shall remain the owner and the Customer agrees to be responsible for the same, to use it solely in the manner specified in the Materials and in connection with the OCBC Velocity Service and/or Business Mobile Banking Service and not to remove or modify any name or other identifying mark on the equipment. The Customer will maintain any equipment supplied by the Bank (at the Customer's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements.
- c) If equipment not supplied by the Bank is to be used by the Customer, the Customer agrees only to use equipment of a type approved by the Bank and to maintain it and use it in the manner specified in the Procedures or otherwise by the Bank and in connection with the OCBC Velocity Service and/or Business Mobile Banking Service.
- d) The Customer will use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

3.12 Information

- a) The products, OCBC Velocity Service and/or Business Mobile Banking Service, Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer in connection with these terms and conditions ("Bank Information") is the exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business.
- b) To the extent not prohibited by applicable law, the Customer authorises the transfer of any information relating to the Customer to and between authorised service providers used by the Bank for confidential use in connection with the provision of products or services to the Customer (including for data processing purposes).
- c) The Customer shall notify the Bank promptly (with confirmation in writing) if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

3.13 Advertising

Neither the Customer nor the Bank shall display the name, trademark or service mark of the other without the prior written approval of the other. The Customer shall not advertise or promote any service without the Bank's prior written consent.

3.14 Termination

Upon termination of any OCBC Velocity Service and/or Business Mobile Banking Service, (i) the Bank may cancel any extension of credit made available in connection with any OCBC Velocity Service and/or Business Mobile Banking Service at any time and (ii) the Customer shall return to the Bank all related Bank Information and equipment supplied by the Bank, within seven (7) Business Days and all rights granted under these terms and conditions will immediately revert to the Bank. The Bank may (as appropriate) take immediate possession of the Bank Information or equipment supplied by the Bank and all copies thereof, provided that the Bank has first requested its return and has given five (5) Business Days' written notice of its intention to take possession. All restrictive provisions of these terms and conditions, which by their nature should survive, such as warranty disclaimers, limitations of liability, confidentiality, governing law will survive termination of the software licence and of these terms and conditions.

4. Alert Notification Service

- 4.1 Upon the approval of the Customer's application for the OCBC Velocity Service and/or Business Mobile Banking Service, the Bank may provide the Alert Notification Service through electronic mail, facsimile, SMS or such other media as the Bank may deem appropriate.
- 4.2 The scope and features of the Alert Notification Service shall be as determined or specified by the Bank from time to time. The Bank shall be entitled to modify, expand or reduce the Alert Notification Service at any time and from time to time without notice as the Bank may deem fit without assigning any reason therefor.
- 4.3 Any notification provided by the Bank under the Alert Notification Service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit.
- 4.4 The Bank may contract with one or more Third Parties to provide, maintain or host the Alert Notification Service. The Customer acknowledges that, in providing the Alert Notification Service, the Bank will have to release and transmit the Customer's information (including information relating to the Customer's account(s) with the Bank) to such Third Parties. The Customer hereby agrees and consents to such release and transmission of its information to such Third Parties. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and/or outside Hong Kong and agrees that the Bank shall have no liability or responsibility for such storage.
- 4.5 A notification under the Alert Notification Service shall be considered to be sent by the Bank upon the broadcast of the notification by the Third Party to the contact particulars designated by the Customer for the purposes of the Alert Notification Service, regardless of whether such notification is actually received by the Customer. The Bank does not guarantee receipt of any notification under the Alert Notification Service by the Customer and the Customer understands and agrees that the Customer's use of the Alert Notification Service is at the Customer's own risk.

- 4.6 The Customer shall notify the Bank immediately of any change in its contact particulars designated by the Customer for the purposes of the Alert Notification Service. The Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.
- 4.7 All notifications under the Alert Notification Service shall be from the Bank to the Customer only and the Customer should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.
- 4.8 The Customer agrees not to hold the Bank, its directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) a non-delivery, delayed delivery, or the misdirected delivery of a notification under the Alert Notification Service; (b) inaccurate or incomplete content in a notification under the Alert Notification Service; or (c) the Customer's reliance on or use of the information provided in a notification under the Alert Notification Service for any purpose.

5. A) OCBC OneTouch Service

- 5A.1 The OCBC OneTouch Service is only available for use on Registered Mobile Devices. To access the OCBC OneTouch Service, a Customer or Authorised User is required to activate it by registering his or her mobile device for the OCBC OneTouch Service in accordance with the Bank's latest instructions, procedures and directions.
- 5A.2 Once a mobile device has been registered for the OCBC OneTouch Service in respect of a particular Customer's account(s), information about the Customer's account(s) can be accessed by using the Fingerprint . The Bank owes no duty to verify that each Fingerprint is the fingerprint of the Customer or an Authorised User . All use and access of the OCBC OneTouch Service referable to any Fingerprint (whether such access or use is authorized by the Customer or not) shall be deemed to be use or access of the OCBC OneTouch Service by the Customer or Authorised User.
- 5A.3 The Customer agrees that OCBC OneTouch Service relies on Fingerprint Recognition Features which are proprietary to third parties, and that use of the OCBC OneTouch Service shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Fingerprint Recognition Features. The Bank shall have no liability or responsibility for any loss, damage or expenses arising directly or indirectly in connection with the use of any Fingerprint Recognition Features in conjunction with the OCBC OneTouch Service.
- 5A.4 Each of the Customer and Authorised Users shall not enroll any third party fingerprint or permit any unauthorized third parties to enroll their fingerprints on his or her Registered Mobile Devices. Each of the Customer and Authorised Users is required to delete any third party fingerprints enrolled on his or her mobile device prior to activating the OCBC OneTouch Service.
- 5A.5 Notwithstanding anything contained herein to the contrary, the OCBC OneTouch Service is only for: (i) the purpose of accessing certain information about the Customer's accounts as may be made available via such service from time to time; or (ii) in specified circumstances, the continued access and use of certain parts of the Application in the manner prescribed by the Bank (such as with the additional requirement to use SMS OTP or such other Access Device to transact or to transmit Communications).

5. B) OCBC OneLook Service

- 5B.1 The OCBC OneLook Service is only available for use on Registered Mobile Devices. To access the OCBC OneLook Service, a Customer or Authorised User is required to activate it by registering his or her mobile device for the OCBC OneLook Service in accordance with the Bank's latest instructions, procedures and directions.
- 5B.2 Once a mobile device has been registered for the OCBC OneLook Service in respect of a particular Customer's account(s), information about the Customer's account(s) can be accessed using the Face ID. The Bank owes no duty to verify that the relevant Face ID is the facial identification of the Customer or an Authorised User of the Customer. All use and access of the OCBC OneLook Service referable to any Face ID (whether such access or use is authorised by the Customer or not) shall be deemed to be use or access of the OCBC OneLook Service by the Customer or Authorised User.
- 5B.3 The Customer agrees that OCBC OneLook Service relies on Face Recognition Features which are proprietary to third parties, and that use of the OCBC OneLook Service shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Face Recognition Features. The Bank shall have no liability or responsibility for any loss, damage or expenses arising directly or indirectly in connection with the use of any Face Recognition Features in conjunction with the OCBC OneLook Service.
- 5B.4 Each of the Customer and Authorised Users shall not enroll any third party facial identification or permit any unauthorised third parties to enrol their facial identification on his or her Registered Mobile Devices. Each of the Customer and Authorised Users are required to delete any third party facial identifications enrolled on his or her Registered Mobile Devices prior to activating the OCBC OneLook Service.
- 5B.5 Notwithstanding anything herein contained to the contrary, the OCBC OneLook Service is only for: (i) the purpose of accessing certain information about the Customer's account(s) as may be made available via such service from time to time; or (ii) in specified circumstances, the continued access and use of certain parts of the Application in the manner prescribed by the Bank (such as with the additional requirement to use SMS OTP or such other Access Device to transact or to transmit Communications).

6. Confidentiality

- 6.1 Where applicable, any Access Device may be dispatched or made available by or on behalf of the Bank to the Customer or its Authorised User who has applied to the Bank for the issue of the Access Device: (i) at the last known address of the Customer, (ii) by collection by the Customer or such Authorised User, or (iii) by SMS to a mobile number provided or purportedly provided by the Customer or such Authorised User, (iv) in such other manner as the Bank may deem appropriate at the Customer's own risk. The Bank shall be entitled to issue a separate Access Device to any Authorised User who has applied for the issue of the Access Device when there is more than one Authorised User.
- 6.2 The Access Device is the property of the Bank and is not transferrable and shall only be used by the Customer and any Authorised User of the OCBC Velocity Service and Business Mobile Banking Service to whom the Access Device is dispatched, made available or prescribed by the Bank for use by the Customer and/or such Authorised User at the request of the Customer. If the Authorised User to whom the Access Device is given, made available or prescribed by the Bank for use by such Authorised User, is no longer authorised to use the OCBC Velocity Service and/or the Business Mobile Banking Service, the Customer shall immediately notify the Bank and notwithstanding

such notification, the Customer shall be liable for and indemnify the Bank against all transactions performed or effected (whether before or after such notification) by the Authorised User or any other person using the Access Device issued, made available or prescribed by the Bank for use by any Authorised Users. The Customer shall immediately return the Access Device to the Bank upon the Bank's request at any time.

- 6.3 The Customer shall notify the Bank immediately upon receipt of any data and information through OCBC Velocity Service and/or the Business Mobile Banking Service which is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's computer system immediately.
- 6.4 The Customer acknowledges that the Access Device is confidential and the Customer and any Authorised User have the obligation to take reasonable steps to keep the same secure and safe. The Customer and any Authorised User shall not at any time nor under any circumstances allow any other person to use the Access Device and shall exercise reasonable care and take all necessary precautions to maintain adequate security of the Access Device to prevent the loss, theft, unauthorized disclosure and/or use of any Registered Mobile Device and any Access Device. The Bank shall not be responsible or liable for and the Customer shall be solely responsible and liable for any loss caused to or damage suffered by the Customer arising from or in connection with any loss, theft, unauthorized disclosure or use of any Registered Mobile Device and/or any Access Device, and/or any unauthorized transaction made or access to information.
- 6.5 The Customer shall notify the Bank as soon as reasonably practicable after the Customer finds or suspects that any Registered Mobile Device and/or Access Device has been compromised, lost or stolen or there has been unauthorized access to any such device or any unauthorized transaction has been conducted over the account(s) and shall confirm the same in writing. The Customer shall change the Access Device as soon as possible. The Customer is fully liable for all transactions (whether authorized by the Customer or not) and related charges, fees, costs and expenses before the Bank receives any notification. The Customer shall be held liable for all losses if the Customer fails to make such notification.

7 Liability & indemnity

- 7.1 The Bank shall not be responsible or liable for and the Customer shall be solely responsible and liable for any loss caused to or damage incurred or suffered by the Customer or any person by reason of or arising from or as a consequence of any use (whether or not authorised by the Customer) of any Access Device, the OCBC Velocity Service and/or Business Mobile Banking Service, and/or any information accessed or any transaction made under such use (whether or not authorised by the Customer) including without limitation all liabilities, losses and damages arising out of or in connection with :-
- (a) the Customer not having sufficient funds in the relevant account to make any payment or transfers;
 - (b) inability of the Customer to perform any transaction due to limits set by the Bank from time to time;
 - (c) any loss or damage caused by equipment, the Internet browser providers, the Internet Service Providers, the network service providers or their agents or sub- contractors;
 - (d) any computer viruses or other malicious, destructive or corrupting code, agent,

programme, macros or other software routine or hardware components designed to permit unauthorised access, which may interfere with or compromise the security when using OCBC Velocity and/or Business Mobile Banking Service;

- (e) any breakdown or malfunction of any equipment, system or software (including any Registered Mobile Device, Face Recognition Feature, Fingerprint Recognition Feature and any Access Device) used in connection with OCBC Velocity Service and/or Business Mobile Banking Service, whether belonging to the Bank or not, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system or any part of the electronic fund transfer system;
- (f) lack of information or failure by the Customer to provide timely, clear, necessary, accurate and complete information in relation to or in connection with a transaction or performance of the transaction;
- (g) any use, misuse, purported use or misuse or unauthorised use of the OCBC Velocity Service and/or Business Mobile Banking Service, including by reason of a third party's fingerprint or facial identification being enrolled on a Registered Mobile Device.
- (h) any destruction or alteration of Customer's instructions or any other instructions, data or information transmitted by the Customer through OCBC Velocity Service and/or Business Mobile Banking Service;
- (i) any unauthentic, inaccurate, incomplete, out-of-date and erroneous transmission of Customer's instructions that might be transmitted through any media or transmission by the Bank of any data or information through the OCBC Velocity Service and/or Business Mobile Banking Service or the sharing of any information provided through the OCBC Velocity Service and/or Business Mobile Banking Service by the Customer or its Authorised User.
- (j) any failure by the Customer to follow the latest or current instructions, procedures and directions for using the OCBC Velocity Service and/or Business Mobile Banking Service and/or any refusal by the Bank to act as a result thereof;
- (k) any the OCBC Velocity Service and/or Business Mobile Banking Service not being available or functioning;
- (l) the Customer's computer or hardware or any other device (including any Access Device or Registered Mobile Device) not working or functioning properly;
- (m) the Computer System providing information necessary to complete the payment or transfer not working properly or not being able to be accessed by the Customer;
- (n) any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure, or suspension of operation of OCBC Velocity Service and/or Business Mobile Banking Service and circumstances beyond the control of the Bank.
- (o) any failure to receive or delay in receiving Customer's instructions because of any failure of the Customer's Computer System or other facilities or the telecommunication network used to transmit the instructions;
- (p) any delay where Customer's instructions are ambiguous, incomplete or inaccurate;

- (q) any reliance by the Bank of information submitted to the Bank;
- (r) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment or software;
- (s) any OCBC OneTouch Service request, any OCBC OneLook Service request or any provision by the Bank of the OCBC OneTouch Service or OCBC OneLook Service; and
- (t) any of the circumstances or matters specified under Clause 4.1 of Schedule II: eBanking Services of the Terms & Conditions for all Accounts and Related Services.

7.2 Without prejudice and in addition to the indemnities in favour of the Bank set out herein and/or in the Terms & Conditions for all Accounts and Related Services (including without limitation Clause 4.3 of Schedule II : eBanking Services), the Customer shall indemnify the Bank from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims demands actions and proceedings which the Bank may incur or sustain directly or indirectly by reason of or arising from or as a consequence of the use (whether authorized by the Customer or not) of the OCBC Velocity Service, Business Mobile Banking Service and/or any Access Device, any access of any information and/or any transactions conducted under such use, whether or not authorised by the Customer. For the avoidance of doubt, Clause 5.2 of Schedule II : eBanking Services of the Terms & Conditions for all Accounts and Related Services shall not apply.

7.3 The Bank shall be entitled (but without being obliged) to act on any instructions or communications transmitted electronically or otherwise by the Customer or any person by any use (whether authorised or unauthorised by the Customer) of the Customer's Access Device or such other form or means of identification as may be specified by the Bank in its absolute discretion at any time from time to time and shall not be liable for any loss to the Customer by so doing. The Customer acknowledges that unless the Customer receives confirmation of receipt from the Bank, the Customer's instructions may not have been received and accordingly, may not be carried out.

7.4 The Bank's records and any records of the instructions, communications, operations or transactions made or performed, processed or effected through the OCBC Velocity Service and/or the Business Mobile Banking Service by the Customer or its Authorised User or any person purporting to be the Customer or its Authorised User (with or without the consent of the Customer) or any record of transactions relating to the operation of OCBC Velocity Service and/or the Business Mobile Banking Service and any record of any transactions maintained by the Bank or any Relevant Person authorised by the Bank or any Bank Group Company or any Relevant Person relating to or connected with OCBC Velocity Service and/or the Business Mobile Banking Service shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction and the Customer's liability to the Bank and the Customer agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.

7.5 Any instructions given or purportedly given by the Customer shall be irrevocable and binding on the Customer. The Bank is not obliged to act on any request to cancel, revoke, reverse or amend any instructions for payment or any other instructions after it has been transmitted by the Customer to the Bank.

- 7.6 Any transactions or operations made or performed or processed or effected by with or through the use of the OCBC Velocity Service and/or the Business Mobile Banking Service after the relevant cut-off time on any day will be entered, shown or recorded in the books and records of the Bank on or for the next Business Day following the date of the transaction. The Bank's decisions on banking transactions and other financial applications are at the sole and absolute discretion of the Bank. The Bank shall have no liability to the Customer for any loss of profit or any indirect, incidental or consequential loss or damages arising from the provision of the OCBC Velocity Service and/or the Business Mobile Banking Service , even if advised of the possibility of such loss or damages
- 7.7 The Customer undertakes to indemnify the Bank from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims demands actions and proceedings which the Bank may incur or sustain directly or indirectly:
- (a) from or by reason of or in relation to the use, misuse or purported use or misuse of the OCBC Velocity Service and/or the Business Mobile Banking Service , due to failure of software or failure of security or failure of computer peripheries not provided by the Bank; or
 - (b) arising from any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access introduced by the Customer, which may interfere with or compromise the security when using OCBC Velocity Service and/or the Business Mobile Banking Service, and the Customer shall pay such monies to the Bank upon its demand.
- 7.8 The Bank shall be entitled to levy, impose or revise service charges from time to time in respect of services rendered to the Customer provided that details of the charges are made known to the Customer in writing or in any manner so deemed applicable by the Bank. Such charges or revisions shall take effect from the date stated in the notice. Where a Customer or its Authorised Users continue to use the relevant services after such notification, the Customer shall be deemed to have agreed to and accepted such charges or revisions to such charges The Customer authorises the Bank to deduct from any of its Accounts such service charges as payment to the Bank for the provision and/or use of the OCBC Velocity Service and/or the Business Mobile Banking Service.
- 7.9 The Customer acknowledges and agrees that the Bank has sole and exclusive ownership and rights including all intellectual property rights in and to the Bank's Computer Systems, OCBC Velocity Service and Business Mobile Banking Service, including, without limitation to website, and all contents and any updates thereof.
- 7.10 In the event that the Customer's Access Device is exposed due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the computer or device which is used to access any OCBC Velocity Service and/or the Business Mobile Banking Service, the Bank shall not be responsible or liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Customer.
- 7.11 The Bank shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to the Customer for unsuccessful crediting or debiting of money through the use of OCBC Velocity Service and/or the Business Mobile Banking Service.

- 7.12 The Customer shall bear all risks arising from the use of the OCBC Velocity Service and/or the Business Mobile Banking Service, and agrees to perform and ratify any contract entered into with or action taken by the Bank as the result of any communications from or purportedly from the Customer or otherwise referable to the Customer's or Authorised User's Access Device or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time, and agrees to keep the Bank indemnified against any loss or damage whatsoever which the Bank may suffer or incur thereby.
- 7.13 The Bank is not obliged to make such payments or transfers in respect of or in connection with any transactions performed or affected by the Customer if the Customer has not maintained sufficient funds in the Customer's account(s) specified by the Customer at the time the transaction is performed or effected. The Customer shall ensure that there are sufficient funds in the specified Customer's account(s) with the Bank, at the time of the transaction before completing the transaction.
- 7.14 The Bank shall not be obliged to verify the accuracy of the account numbers or the identity of the account holders of any account with the Bank or any other bank. Where payments and funds transfers are made to other banks and/or organisations, the Bank shall not be responsible for any loss or damage caused to or suffered by the Customer arising from non- acceptance or rejection by the receiving banks or any failure, delay or error by the receiving banks in crediting the account of the Customer's payee.
- 7.15 The Customer shall not hold the Bank liable for any direct or indirect loss or damage which may be suffered by the Customer as a result of any failure by any network to perform any or all of the electronic data interchange functions required to be performed by it in connection with any trading centre transactions, whether automated or otherwise.
- 7.16 The Bank reserves the right at any time to set, vary or cancel limits for any transactions, facilities, services and products that may be carried out through OCBC Velocity Service and/or the Business Mobile Banking Service , whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability periods.
- 7.17 The Customer acknowledges and agrees that some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the OCBC Velocity Service and/or the Business Mobile Banking Service are or may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Customer and such third party service providers or that such third party products, services, software, and/or content are provided by the Bank. Accordingly, the Bank shall not be liable in any way for any products, services, software and/or content obtained, and/or purchased from or rendered by such third party/parties or be responsible for any failure to deliver such products, services, content and/or software, customer enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of such products, services, software and/or content, which shall be the sole responsibility of the relevant third party. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions.

- 7.18 The Customer shall accept that, due to the laws of some countries, the Customer may not be able to access or use, or may be prevented by the Bank from accessing or using, the OCBC Velocity Service and/or the Business Mobile Banking Service in such countries as the Bank may determine from time to time and will not hold the Bank liable for such inability to access or use such services.

8 Consent to disclosure

- 8.1 The Customer hereby consents to the Bank as well as any other of its officers for the disclosing, divulging or revealing of any information whatsoever regarding the money or otherwise particulars of the Customer or the Customer's account including any Access Device where applicable:- (i) to any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure; (ii) to any Relevant Person or to any third party which the Customer or Authorised User (or any person using any Access Device purported to be the Customer or its Authorised User) may from time to time wish to transact with whether directly or indirectly, via the use of OCBC Velocity Service and/or the Business Mobile Banking Service , and vice versa; (iii) to any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any OCBC Velocity Service and/or the Business Mobile Banking Service made available to the Customer; and/or (iv) to any contact number provided to the Bank from time to time by the Customer or its Authorised User.
- 8.2 The Customer agrees that the Bank shall not be responsible or liable for any loss or damage suffered by the Customer as a result of the disclosure, divulging or revealing of any information concerning the Customer or the Customer's account with the Bank (whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise).
- 8.3 The Customer acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of their officers or officials of information regarding the Customer, the monies or any other relevant particulars of the accounts of the Customer with the Bank in the course of providing information relevant to transactions, instructions, communications or operations effected or purported to be effected by the Customer or any person purporting to be the Customer using or with the use of the OCBC Velocity Service and/or the Business Mobile Banking Service and hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.
- 8.4 While the Bank will use its best endeavours to ensure that all information transmitted using the OCBC Velocity Service and/or the Business Mobile Banking Service is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted by or to the Customer using OCBC Velocity Service and/or the Business Mobile Banking Service . Accordingly, the Customer accepts the risk that any information transmitted or received using the OCBC Velocity Service and/or the Business Mobile Banking Service may be accessed by unauthorised third parties and consents to and will not hold the Bank liable for any such access or any loss or damage suffered as a result thereof.
- 8.5 The Customer agrees that neither the Bank nor any of their officers and officials shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing of any information concerning the Customer or the Customer's accounts with the Bank by the Bank and/or their officers or officials and they are authorised to make such disclosures.

9 No warranty

- 9.1 The OCBC Velocity Service and the Business Mobile Banking Service are provided “As is” and “As available”. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, is given in conjunction with the OCBC Velocity Service and the Business Mobile Banking Service.
- 9.1A The information and materials contained in the Bank’s website for accessing the OCBC Velocity Service and the Business Mobile Banking Service, including text, graphics, links or other items are provided “As is” and “As Available”. The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.
- 9.1B The Access Device is provided “As is” and “As Available”. The Bank shall have no liability in relation to any Access Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non- infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose is given in conjunction with the Access Devices.
- 9.2 The Customer may produce a print-out of transactions and/or statements from his own computer terminal. The Customer acknowledges that such print-out does not constitute a transaction advice from the Bank and shall not be binding on the Bank.

10 General

- 10.1 Any goods and services, commercial or other value added tax or other levies now or hereafter imposed or required to be paid in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank, shall be borne and paid by the Customer and the Bank shall be entitled to debit the same from the Customer’s account(s).
- 10.2 The Bank may at any time without giving any reason or prior notice suspend or terminate the operations or whole or any part of the OCBC Velocity Service and the Business Mobile Banking Service without being responsible for any loss or damage suffered thereby.
- 10.3 The Customer may upon at least thirty (30) days’ prior written notice to the Bank terminate the OCBC Velocity Service and/or the Business Mobile Banking Service.
- 10.4 The use of any Access Device may be subject to such terms and conditions of use as may be prescribed by the Bank and/or relevant third party providers from time to time.
- 10.5 The use of any Access Device issued to, or otherwise used by, the Authorized User(s) by any person shall be binding on the Customer in respect of all transactions involving any and all of the accounts of the Customer linked through the OCBC Velocity Service and/or the Business Mobile Banking Service.

- 10.6 The Bank may at its absolute discretion record all telephone conversations and to retain such recordings for so long as it thinks fit and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.
- 10.7 These terms and conditions governing OCBC Velocity Service and/or the Business Mobile Banking Service and any obligations arising therefrom are governed and construed in all respects in accordance with the laws of Hong Kong Special Administrative Region.
- 10.8 The Chinese version (if any) of the terms and conditions herein is for reference only. In case of any inconsistency or conflict between the Chinese version and the English version, the English version shall prevail.