

## **TERMS AND CONDITIONS**

### **GCMS PLUS ELECTRONIC NOTIFICATION SERVICE**

#### **1. Interpretation**

All terms defined in the COMSUITE Basic Agreement or GCMS Plus Basic Agreement, in either case as signed by the Customer (“Service Agreement”) shall, unless otherwise stated herein, have the same meaning in this Terms and Conditions of GCMS Plus Electronic Notification Service.

#### **2. General Provisions**

This Terms and Conditions is for the purpose of the introduction of Electronic Notification Service as part of the Services. The Customer hereby agrees that the use of GCMS Plus Electronic Notification Service shall be subject to this Terms and Conditions. This Terms and Conditions constitutes part of the Service Agreement, and if there is any conflict among the Service Agreement and this Terms and Conditions, the provisions in this Terms and Conditions shall prevail, provided that, the provisions in this Terms and Conditions shall in no manner whatsoever restrict or invalidate any provisions in the Service Agreement which restrict or limit the liability of the Bank or any indemnification provided to it.

#### **3. Scope of Electronic Notification Service**

The Bank will from time to time determine or specify the scope and features of the GCMS Plus Electronic Notification Service and is entitled to modify, expand or reduce the same at any time with or without notice.

#### **4. Use of Electronic Notification Service**

- (a) The Electronic Notification Service is available to the Customer who has appropriate telecommunication device and telecommunication service providers as determined by the Bank from time to time and has registered via GCMS Plus (or by such other means of communications as agreed by the Bank) telecommunication device for receiving the electronic notification messages. The Customer is responsible for ensuring that its registered telecommunication information is correct and its registered telecommunication devices are capable of receiving the electronic notification messages.
- (b) The Bank reserves the right to restrict the number or type of pieces of telecommunication devices which may be registered by the Customer for receiving the electronic notification messages from time to time.
- (c) The Electronic Notification Service may without notice to the Customer be suspended or terminated for any reason including without limitation invalid data; account closure; insufficient funds within any accounts for charges; breakdown, maintenance; modification; expansion and/or enhancement work caused or initiated by the service providers concerned in relation to their network or by any service provider in respect of the Electronic Notification Service. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.
- (d) The Customer shall promptly notify the Bank of any changes to or in any registered information in connection with the Electronic Notification Service including, where appropriate, the mobile phone number, e-mail address and other contact details of the Customer’s telecommunication devices and the service providers providing or serving them and update any changes to or in any template registered for fund transfer and other transaction eligible for the Electronic Notification Service.
- (e) The Customer must notify the Bank immediately upon any malfunction, disconnection or suspension of the Customer’s telecommunication device or service.
- (f) The Customer shall notify the Bank immediately if the Customer finds any errors or unauthorized transactions as disclosed in the electronic notification messages.
- (g) The Customer hereby irrevocably authorizes the Bank to disclose information relating to the Customer and the transactions conducted through GCMS Plus system to any agent, contractor or third party service provider designated by the Bank who are engaged in communicating through and maintaining the Service, and any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches.
- (h) The Customer acknowledges that the Electronic Notification Service is provided through telecommunication system which may be an open network over which the Bank has no control and the Customer understands and accepts the risks inherent in using the Electronic Notification Service.

#### **5. Nature of information provided**

- (a) The Customer acknowledges that unless otherwise provided in the electronic notification message, any information sent under the Electronic Notification Service is for the Customer’s information only, and shall not be taken as conclusive evidence of the transaction to which it relates. Evidence of transaction will be provided by the Bank in accordance with and subject to the terms and conditions governing the relevant transaction from time to time.
- (b) The materials in the electronic notification messages are not intended for use by persons in jurisdictions which restrict the distribution of such materials by the Bank. Persons accessing the electronic notification messages should inform themselves about any relevant prohibitions or restrictions. The electronic notification messages should not be regarded as an invitation, an offer or a solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation, offer or solicitation in such jurisdictions.

- (c) Due to the nature of the Electronic Notification Service and circumstances beyond the Bank's control, the Bank does not warrant that the information provided through the Electronic Notification Service is accurate or error free. It is the Customer's sole responsibility to verify any information received under the Electronic Notification Service before relying or acting on it. The Bank does not assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, confirmations, information or data by the Customer or any other person.

#### **6. Sending / Receiving Electronic Notification Messages and Security**

- (a) The Customer should never respond to a request purportedly from the Bank via the Electronic Notification Service to provide its account or security details such as passwords. Any such purported request from the Bank or other irregularity in the Electronic Notification Service must be reported to the Bank immediately.
- (b) Any electronic notification message will be sent only once. If the Customer deletes an electronic notification message, it will not be sent again.
- (c) Any electronic notification messages sent by the Bank under the Electronic Notification Service are one-way communications and the Customer should not reply to such electronic notification messages.
- (d) The Customer is responsible for the security of its telecommunication devices and must take all reasonable precautions to prevent any unauthorized use or access.
- (e) If the Customer should travel outside of the service area and prior to its departure from the telecommunication service area has not suspended the Electronic Notification Service for the period of travel, the Customer shall be deemed to consent to and authorize the Bank, any network operators and any third party service providers engaged by the Bank for the purpose of providing the Electronic Notification Service to transfer such information and store the same in such countries or territories as may be necessary for the purpose of the continued provision of the Electronic Notification Service to the Customer.

#### **7. Fees**

The Customer shall pay the Bank all charges, fees and expenses in relation to the Electronic Notification Service in such amounts and at such times as may be notified to the Customer from time to time by the Bank. The Customer hereby irrevocably authorizes the Bank from time to time to debit any Customer's account with such charges, fees and expenses. The Customer shall bear any fees, charges or expenses charged by its own service provider or telecommunications companies providing or servicing its telecommunication device.

#### **8. Liability**

- (a) Without prejudice to and in addition to the relevant terms and conditions in respect of limitation of the Bank's liability as provided in the Service Agreement and the Materials, the Bank shall not be liable or held responsible for any loss or damage to the Customer or any person arising from or in connection with the provision of the Electronic Notification Service or any failure or delays in the transmission of the electronic notification messages and/or the transmission of incomplete messages caused by a breakdown or failure of transmission or communication facilities, inherent technological deficiencies, network traffic congestion, interference by a third party of any computer, equipment or software or of any telephone network or other communication system, divulgence of information, force majeure or any extraneous factors or causes beyond the Bank's reasonable control.
- (b) The Bank will not be responsible for any loss or damage caused to the Customer's data, software, mobile telephones, or other equipment caused by the Customer's use of the Electronic Notification Service unless such loss or damage is directly and solely caused by the Bank's negligence or wilful default.
- (c) The third parties supporting the Electronic Notification Service are neither agencies of the Bank nor representing the Bank. There is no cooperation, partnership, joint venture or other relationship with the Bank. The Bank is not liable or held responsible for any loss or damage caused by any action or omission of third parties. Neither the Bank nor any of the telecommunications companies which may be designated by the Bank for the purposes of providing the Electronic Notification Service will assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error, inaccuracy or incompleteness in or of such information unless this results from negligence or wilful default on the part of the Bank or such telecommunication companies.