大新銀行
DAH SING BANK

Notice of Amendments to the 328 Business e-Banking Service Agreement and 328 Business e-Banking Website User Agreement of Dah Sing Bank, Limited

With effect from 1 January 2019 (the "**Effective Date**"), the terms and conditions of the 328 Business e-Banking Service Agreement and 328 Business e-Banking Website User Agreement of Dah Sing Bank, Limited (the "**Bank**") will be amended as follows:

328 Business e-Banking Service Agreement

1. The respective definitions of "Security Code" and "Security Token" shall be removed in their entirety from Clause 1.

2. The definition of "Website" under Clause 1 shall be amended as shown in mark-up below:-

"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.

3. Clause 2.2(d) shall be removed in its entirety and the remaining sub-clauses of Clause 2.2 shall be re-numbered accordingly.

4. Clauses 2.3 shall be removed in its entirety**.**

5. Clause 3.1 shall be amended as shown in mark-up below:-

   3.1 Notwithstanding the terms of the mandate or other agreement between the Bank and the Customer governing any Transaction ~~or any limitation contained in any Security Token~~, 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.

6. Clause 3.2 shall be amended as shown in mark-up below:-

   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 ~~and the Security Code~~ 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 ~~Security Code or~~ PIN, before accepting any Instruction.

7. Clause 4.1 shall be amended as shown in mark-up below:-

   4.1 The Customer undertakes to and shall procure each User to (a) keep his ~~Security Token secure and his~~ PIN secret and if the Customer acts in good faith and is diligent in safeguarding and procuring~~procure~~ the Users to diligently safeguard his ~~Security Token and 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 ~~Security Token or 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 ~~Security Token or the~~ PIN. However, the Customer shall not be liable for indirect, special or consequential losses or damages.

8. The words "Security Token and the" shall be removed from the first sentence of Clause 4.2.

9. Clause 5.1(a) shall be amended as shown in mark-up below:-

(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 ~~or any Security Token~~;

10. The first sentence of Clause 6.1 shall be amended as shown in mark-up below:-

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").

328 Business e-Banking Website User Agreement

11. The first sentence of Clause 7 shall be amended as shown in mark-up below:-

The Website is intended for User's ~~private personal~~ use only and User shall not ~~yourself~~ on its own 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 Website and/or the Contents or any parts thereof for public or commercial or any other purposes without DSB's prior written consent.

12. The words "or security device" shall be removed from Clause 14.

The main purpose of the above amendments is to reflect the termination of the security token service.

Please note that you may refuse to accept the above amendments by giving notice to the Bank to terminate your 328 Business e-Banking account. Otherwise, the above amendments shall be binding on you if you continue to maintain your 328 Business e-Banking account and/or use the relevant services of the Bank on or after the Effective Date. Please also note that the Bank may not be able to continue to provide you with the relevant account and services if you do not accept the above amendments. Please feel free to contact [•] at [•] should you have any enquiries.

26 October 2018

Dah Sing Bank, Limited

Note:
In the event of any inconsistency between the English and Chinese versions of this document, the English version shall prevail.