



## BANK OF INDIA, HONG KONG

### Internet Banking, Terms & Conditions and Indemnity

I/We, the undersigned customer, hereby agree to be bound by the following terms and conditions governing internet banking services with Bank of India.

#### Background

##### 01. Definitions:

In this Agreement the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

**"Account(s)"** refers to the Customer's savings / current Account and / or any other type of account (each an **"Account"** and collectively **"Accounts"**, so maintained with Bank of India, Singapore Branch which are eligible Account(s) for operations through the use of Internet Banking Services.

**"Bank"** (also **"we"**, **"us"**, **"our"**) means **Bank of India, Hong Kong (BOIHK)**, the branch offices of which are situate (i) at BANK OF INDIA, HONG KONG having its office at 2/F1., Dina House, Ruttonjee Centre, 11 Duddell Street, Central Hong Kong & Kowloon Office at Unit 906-908, 9/F1; (ii) Hong Kong Pacific Centre, 28 Hankow Road, T.S.T., Kowloon, Hong Kong and (iii) having its head office India at "Star House", C-5, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 (INDIA).

**"Bank of India Group"** means the Bank, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individual) and **"member of the Bank of India Group"** has the same meaning;

**"Customer"** (also **"you"**, **"your"**, **"yours"**) means a person including individual(s), company, partnership firm, trust, club / association etc. who has an Account with the Bank and who has been authorized by the Bank to access and/or use the Internet Banking Services inter alia on the terms and conditions contained herein.

**"Information"** means the financial, market, or other information and data (including but not limited to the account information as provided in the Internet Banking Services) that may be accessed to or appear from time to time in the website <http://www.bankofindia.com.hk>

**"Internet Banking Services"** (also **"Services"** and **"Internet Banking"**) has the meaning attributed to it in Paragraph 4 of this Agreement.

**"Password"** is a secret series of characters comprising of letters of English alphabet and / or numeric numbers and / or special characters.

**"Personal Information"** refers to the information provided by the Customer / User to the Bank.

**"Security Device"** refers to any smartcard, electronic device, software or hardware or other equipment which may be given by the Bank to the Customer from time to time to enable the Customer to access the Internet Banking Services.

**"Terms"** refers to the terms and conditions for use of Internet Banking Services as set out in this Agreement.

**"STAR Token"** is a security application used for two-factor authentication (2FA) which randomly generates a One-Time Password (OTP) and sends to the registered mobile of the Customer. This One-Time Password (OTP) needs to be generated for setting as well as resetting of the Star Token PIN.

**"Star Token Pin"** is the Password which the Customer generates in accordance with the procedure of the Star Token security application.

**"Registered Mobile"** is the mobile number registered with the Bank (in person) for identifying the Customer and also for sending the One-Time Password (OTP). It is presumed that the mobile device will be used only by the Customer.

**"IB Credentials"** This includes the Internet Banking User Id, Password, Star Token PIN and the One Time Password(OTP) generated by the Customer at any point of time. Customers are expected to be responsible to maintain secrecy in protecting these credentials to safeguard their personal data.

**"User"** refers to the person(s) authorized to use Internet Banking Services by the Bank, on the request of its Customer.

- In the case of Customer being a partnership firm, the partners of the firms shall authorize specific person(s), who will be allowed to have access to Internet Banking Services and the same shall bind all the partners of the partnership firm.
- In the case of Customer being a company, the person(s) authorized by the board of directors of the Company and in case of a corporate body other than a company the person or persons having substantial power of management and control over such corporate body shall authorize specific person(s), who will be allowed to have access to Internet Banking Services and the said authorization by means of a board resolution (in prescribed form), power of attorney or mandate, as the case may be, will be registered with Bank.
- In the case of Customer being an Individual the individual is himself / herself.

**"User-ID"** refers to short collection of characters and/or numerals to be used to identify the User who is issued to have access to Internet Banking application.

In this Agreement all references to the Customer and/or User in masculine gender shall be deemed to include the feminine gender and vice versa.

##### 02. Applicability of the Terms

These **'Terms'** shall form the contract between the Customer / User and the Bank for Internet Banking Services. The Customer /

User shall apply to the Bank in the prescribed form for use of Internet Banking Services. A Customer / User who has read and understood the Terms (and such other modifications which may be made by the Bank from time to time at its sole discretion) and agrees to unconditionally accept and abide by the same only shall apply to the Bank for using the Internet Banking Services. By applying for Internet Banking Services, it shall be deemed that the Customer / User has accepted and agreed to abide by these Terms and such other modifications, which may be made by the Bank from time to time. It is further clarified that the extension of Internet Banking Services by the Bank to any Customer / User shall be at the sole discretion of the Bank and Bank may reject any application(s) submitted by any Customer / User without assigning any reasons for such refusal. These Terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Bank Customer.

### **03. Internet Banking Services**

The Internet Bank Services enable you to view certain Account and its status thereof (including balance enquiry, transaction history, statement of accounts and/or other items as may be available from time to time) via the internet ("**Internet Banking Services**"). For the avoidance of doubt, Internet Banking Services shall be available on a "view only basis" and shall not allow Customer/User to conduct any further transaction, transfer or other activities, unless the Bank otherwise amends or provides. The Bank may also make additions / modifications / deletions to the facilities, services and/or products, offered through Internet Banking Services at its sole discretion.

You agree to at all times, in addition to complying with this Agreement, exercise due diligence and good faith in using our Internet Banking Services

You and/or the User are aware that the Internet Banking Services cannot be claimed as a matter of right by any Customer / User and the same are provided at the sole discretion of the Bank. The Bank also reserves the right to refuse / withdraw the Internet Banking Services without providing any reason.

The User shall procure and install, at his own risk and expense, the software, hardware and/or equipment necessary to access and/or use the Internet Banking Services. The User shall protect his computer from any cyber-attack by securing it with supported OS, firmware, antivirus and also not opening/downloading freeware from internet and not opening attachments of mails received from unknown person. The Bank may advise / publish the information related to Internet Banking application on its website from time to time. There will be no obligation on the Bank to support all the versions of internet browser software.

### **04. Term and Terminations**

This Agreement shall be effective as of the date first written above and shall remain in effect unless and until terminated by either party. Either party may terminate this agreement, effective thirty (30) days after sending written notice to the other party.

The Bank may suspend provision of the Internet Banking Services to the Customer at any time if the Bank believes that the security or integrity of the Internet Banking Services is at risk. We may also suspend the Internet Banking Services for routine, non-routine or emergency maintenance where consider it necessary to do so.

Suspension or termination will not affect the rights and remedies of either party accrued to the date of suspension or termination nor will it affect any provision of this Agreement (including, without limitation, Paragraphs 2-3, 14-15 and 17-41) which is intended to apply after suspension or termination.

### **05. Representation and Warranties**

Each party represents and warrants that (i) it has full power and authority to execute, deliver and perform this Agreement and (ii) this Agreement has been duly authorized, executed and delivered by the party and constitutes the legal, valid and binding obligation of the party enforceable in accordance with its terms.

### **06. Service Material**

The Bank may provide the Customer with materials (the "**Service Material**") including without limitation technical specifications, user manuals, operating guides and Security Procedures (as defined below) regarding the Internet Banking Services. The Customer shall follow the requirements and procedures set forth in the Service Material, which may be revised from time to time.

### **07. Fee for Service and Security Device**

Currently no fees is levied for using the Internet Banking Services and Security Device (if provided). The Bank reserves its right to charge or revise fees at any point of time after giving notice to the Customers. We may vary our charges and the frequency and dates of payment on giving you not less than 30 days notice. These charges are in addition to any charges for particular banking or other services we might provide in response to your instructions through the Internet Banking Services.

You are liable for any telephone charges and any charges made by your Internet service provider as a result of the use by you of the Internet Banking Services.

You authorise us to debit any of your accounts with any charges for providing the Internet Banking Services.

### **08. Internet Access**

Upon acceptance of the Terms of this Agreement, the User ID and the Password for Internet Banking will be mailed to the Customer's registered address. Unless the Bank receives written notice from the Customer, it shall be presumed that the registered mobile number of the Customer with the Bank can be used for identifying the Customer by sending the One-time Password (OTP) in accordance with the Star Token security application.

The Customer agrees to be bound by and cause the User to adhere to the security procedures, terms and conditions notified to the Customer by the Bank (the "**Security Procedures**"), which the Bank may revise from time to time upon notice to the Customer and/or displaying the same in the website, including without limitation, the following:

- i) The Internet Banking Services can be accessed through our website <http://www.bankofindia.com.hk> with appropriate User ID and Password and/or the Star Token Pin and then entering the Internet Banking User ID and Password and/or the Star Token Pin. The Internet Banking Services are accessed through the internet which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other electronic device which you use to access the Internet Banking Services is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. We do not warrant or represent that the Internet Banking Services are free from

virus, electronic viruses or other destructive features which may adversely affect your hardware, software or equipment.

- ii) The Customer agrees to make the IB Credentials available only to individuals who are authorized to access the Account balance and transaction information on his/her/their behalf. The Customer shall be responsible for ensuring that the said credentials are known to and used only by the relevant authorized Users.
- iii) The Customer agrees to safeguard the IB Credentials and to instruct each of his authorized Users of the same. The Customer will be responsible for ensuring that the Registered Mobile is used only by him/her.
- iv) The Customer/ User will be required to change the Password and/or the Star Token Pin assigned by the Bank on accessing Internet Banking Services for the first time. As a safety measure, the User shall change the Password and/or the Star Token Pin as frequently thereafter as possible.
- v) Once Customer/User has logged on to Internet Banking Services, the Customer/User must not leave at any time the Internet terminal from which they have accessed Internet Banking Services or let anyone else use the Internet terminal until they have logged off the Internet Banking Services session. The Customer will be responsible for ensuring that each User has logged off Internet Banking Services at the end of any session.
- vi) The Customer/User shall not attempt or permit others to attempt accessing the Account information stored in the computers of the Bank through any means other than the Internet.
- vii) The Customer/User agrees to notify the Bank immediately of loss or theft of the IB Credentials; any unauthorized use thereof, or any other breach of security.
- viii) The Customer shall ensure that each of his/her/their-authorized users is accessing the information on his/her/their behalf and is bound by these terms of the Agreement.
- ix) The Bank may conclusively presume that all information retrieval using the IB credentials issued to him/her/them by the Bank, are carried out in the Customer's name.

The Customer agrees that the Bank is authorized to honor, rely and act upon any and all information and instructions from his/her/their users, whether or not authorized, which are transmitted in accordance with the Security Procedures set forth above.

#### **09. Internet Banking Services Password(s)**

The Customer/ User unconditionally undertakes, for the purposes of accessing the Internet Banking Services, Password(s) of such number of letters / numerals / special characters as may be notified by the Bank from time to time and ensures that the same is kept confidential. If the Customer/User forgets the Password and/or the Star Token Pin, the Customer/User may request for the issue of a new Password and/or the Star Token Pin by sending a written request to the Bank and this shall not be construed as the commencement of a new contract. The Customer / User agrees and acknowledges that the Bank shall in no way be held responsible or liable, if the User / Customer incurs any loss as a result of information being disclosed by User regarding the Account(s) or carrying out the instruction of the Customer/User pursuant to the access of Internet Banking Services and the User / Customer shall fully indemnify and hold harmless the Bank in respect of the same. The Customer/User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake.

#### **10. Security Device**

We may grant you the rights to use the Security Device we provide to you from time to time for its intended purpose. The Security Device shall remain the property of the Bank.

We will make all reasonable efforts to ensure that any Security Device that we provide to you will perform as necessary to permit access to Internet Banking Services as and when required. You and/or the relevant User will notify us immediately if any Security Device fails to function correctly.

We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device.

We shall not be liable for any loss or damages incurred or suffered by you or the User arising from or in connection with, whether directly or indirectly, your and his/her use of the Security Device.

#### **11. Unauthorized Access**

The Customer/User shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking Services and unauthorized access to the Account(s) provided by Internet Banking Services.

You and/or the User must notify us immediately of the following:

- (i). any unauthorised access to Internet Banking Services, or any unauthorised transaction or instruction which you or any of the User know of or suspect; or
- (ii). if you suspect someone else knows the Passwords and/or Star Token Pin of one or more of the User or has access to their Security Device. In the event of any such breach or suspected breach of security you must ensure that all your User change their Passwords and/or the Star Token Pin immediately to one which they have not used before.

You hereby agree to comply immediately with all reasonable request for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

If you suspect any impropriety on the part of any User in connection with the Internet Banking Services or a User leaves your business, you must ensure that the Customer immediately takes all steps available to ensure that the User is unable to access the Internet Banking Services.

If you suspect any impropriety on the part of the User in connection with the Internet Banking Services or the User leaves your business, you must immediately take steps to replace such User.

You must, and must also ensure that your User, keep any electronic devices you use to access Internet Banking Services secure and safe at all times and take steps to prevent unauthorized use, access to or loss thereof, including, without limitation, the installation of appropriate and updated security software or devices to safeguard the information and data contained in these electronic devices which may lead to or facilitate unauthorized access to the Internet Banking Services or the <http://www.bankofindia.com.hk> website.

You and the User must notify us immediately upon any unauthorized access to or the loss of such electronic devices.

You agree that you are solely responsible for the performance and protection of any browser used in connection with Internet Banking Services including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we or any other member of the Bank of India Group may suffer as a result of our, or any member of the Bank of India Group, acting on any Customer instruction in accordance with this Agreement, or as a result of your failure to comply with your duties under this Paragraph 11.

## **12. Joint Accounts**

The Internet Banking Services will be available in case of joint accounts, only if the mode of operation is indicated as '**Either or Survivor**' or '**Anyone or Survivor**' or '**Former or Survivor**' (operated by single signing authority) ("**Mode of Operation**"). In the event that the Mode of Operation is other than as stated above, the Bank reserves the right to make available the Internet Banking Services on a selective basis and on such additional terms and conditions as the Bank deems fit. The access rights on the account shall be dependent on the Mode of Operation given in the account. Further, all transactions arising from the use of Internet Banking Services in the joint account shall be binding on all the joint account holders, jointly and severally.

## **13. Change in Authorized Signatory / Mode of Operation Account/s**

The Customer undertakes to promptly inform the Bank on any change in the User and / or the mode of operation of account(s) linked to the Internet Banking Services and also understands and agrees that the Bank may take minimum one working day to effect the changes for Internet Banking Services. Where the Customer is not an individual, change in existing User and appointment of new User shall be made only by way of proper resolution / authorization passed by such Customer and communicated to the Bank in writing.

## **14. Mailing Address**

All correspondence / delivery by the Bank shall only be made at the address and / or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same. The IB Credentials shall be mailed to the Customer at his/her sole risk and responsibility.

## **15. Authority to Bank of India, Hong Kong (BOIHK) for Internet Banking Services**

The display or printed output that is generated by the Customer/User at the time of operation of Internet Banking Services is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be presumed as conclusive and binding for all purposes until and unless the contrary is established.

## **16. Instructions**

All instructions given to the Bank by the User or Customer via access to and/or use of the Internet Banking Services shall be given by the Customer/ User through such device and in the manner indicated by the Bank. Instructions given to the Bank and transactions carried out under the User-ID and Password and/or the Star Token Pin of the User/ Customer are irrevocable and binding upon transmission notwithstanding that such instruction may have been given under error, fraud and/or have been forged. The Customer/User is also responsible for the accuracy, authenticity and completeness of the instructions provided to the Bank. The Bank shall not be required to independently verify the authenticity and/or accuracy of instructions and an instruction is effective unless countermanded by further instructions.

The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction / instruction of the Customer / User. Where the Bank considers the instructions to be inconsistent or contradictory, the Bank may (without being bound to do so) seek clarification from the Customer / User before acting on any instruction of the Customer/ User or act upon any such instruction as it deems fit, at its sole discretion. The Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer / User or for verifying Customer's / User's instructions. The Bank reserves the right, without prior notice to the Customer/ User to cancel or refuse to comply with any instructions at any time without assigning any reason. The Bank shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking Services, at its sole discretion if it has reason to believe that the Customer's/ User's instructions will lead or expose to direct or indirect loss or claim. In such cases, the Bank may require an indemnity or such other security from the Customer before continuing to operate the Internet Banking Services.

## **17. Accuracy of Information**

The Customer / User is responsible for the correctness of information supplied to the Bank for use of the Internet Banking Services. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer / User. If the Customer / User notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank, which will endeavor to correct the error wherever possible on a "reasonable efforts" basis. It is clarified that the Bank shall not be liable to the Customer / User or any other person for acting on such erroneous information supplied by the Customer / User. The Customer also undertakes that they shall fully indemnify and keep the Bank indemnified for any loss, damage or claim sustained to the Bank due to the Bank acting on such erroneous information supplied by the Customer / User.

## **18. Liability of the Customer, User and Bank**

The Bank shall not be liable for any unauthorized access occurring through the Internet Banking Services and the Customer / User hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer / User if the Internet Banking Services is not available in the desired manner for reasons including but not limited to natural calamities,

legal restraints, faults in the telecommunication network or network failure, or any other reason. Under no circumstances shall the Bank be liable for any loss or damages whatsoever whether such loss or damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer / User or by any other person. Illegal or improper use of the Internet Banking Services by the User shall render the Customer liable for payment of financial charges as decided by the Bank or will result in immediate suspension of the operations through the Internet Banking Services, in addition to the Customer's liability as per the law of land.

#### **19. No warranty**

Except as expressly provided herein, the Bank makes no representation or warranty, express or implied, as to the Internet Banking Services, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, or that the Internet Banking Service shall be provided error-free or uninterrupted. Certain information that the Customer may obtain through the Service is provided by third parties. The Bank will not independently verify such information and makes no warranty regarding its accuracy or completeness.

#### **20. Indemnity**

The Customer hereby agrees and declares that he/she/they shall be bound by whatever action of the Customer / User or any inaction on his / her/ their part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard.

The Customer shall indemnify and hold the Bank harmless from and against any and all actions, claims, demands, loss, liability or expenses whatsoever on full indemnity basis, including attorney's fees and costs, resulting directly or indirectly from the Bank's compliance with, or carrying out, any instructions transmitted by the Customer in accordance with the Security Procedures in place between the Customer and the Bank or otherwise in accordance with this Agreement.

The Customer will pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

This indemnity shall survive the termination of this Agreement.

#### **21. Disclosure of Information**

Any third-party account and transaction information obtained by the Customer through use of the Service is the confidential property of the Bank ("**Bank Information**"). The Customer agrees not to misappropriate the Bank Information or disclose all or part of such information to a third party, except as provided in the "the Circular to Customers relating to the Personal Data (Privacy) Ordinance" (as amended from time to time).

We will take reasonable care to ensure that information about you and all the User(s) which is stored or transmitted using Internet Banking Services remains confidential and is not disclosed to any third parties outside the Bank of India Group without your written permission. However, the Customer acknowledges that the Bank may disclose information on the Customer to the Bank's affiliates, contractors, or agents who have a need to know, and to any person or entity that the Customer has authorized to receive such information. You agree that we, and any other members of the Bank of India Group, may disclose information relating to you, your accounts and all User(s) to other members of the Bank of India Group where we consider this to be desirable for the effective provision of the Internet Banking Services, or so that services may be processed for us or any member of the Bank of India Group in any country or jurisdiction, both inside and outside the Hong Kong SAR. In addition, the Bank may disclose such information to satisfy any legal requirement, pursuant to a judicial subpoena or court order, or pursuant to a bank regulatory order, audit or inquiry or to comply with any government agencies or other lawful authorities anywhere in the world or where we reasonably think necessary in order to give effect to a Customer/User instruction or generally to enable us to provide the Internet Banking Services.

The Customer / User agrees that the Bank or their agents may hold and process their Personal Information and all other information concerning their Account(s) or otherwise in connection with the Internet Banking Services. The Customer / User also agrees that the Bank may disclose to Hong Kong Monetary Authority, Reserve Bank of India, head office and/or other branches of the Bank, other governmental departments and/or regulatory and statutory bodies such Personal Information as may be necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with legal or regulatory directives and/or for fraud prevention purposes.

The provisions of this Section 21 are without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

#### **22. Change of Terms and Supplementary Terms**

The Bank has the absolute discretion to amend or supplement any of the Terms specified in this Agreement at any time and will endeavor to notify such changes wherever feasible. The <http://www.bankofindia.com.hk> website through which you and/or the User access the Internet Banking Services is subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you. The existence and availability of the new functions, changes etc. may be published on the Bank's Website ([www.bankofindia.com.hk](http://www.bankofindia.com.hk)) or by any other means, as and when they become available.

The Bank may introduce new services within Internet Banking Services from time to time and we may provide them on supplementary terms which will be notified to you from time to time in accordance with this Agreement. The Customer / User agree to be bound and shall abide by the terms and conditions as applicable.

#### **23. Non-Transferability**

The grant of Internet Banking Services to a Customer is not transferable under any circumstance(s) and shall be used only by the User authorized by the Customer.

#### **24. Termination of Internet Banking Services:**

The Customer may request for termination of the Internet Banking Services facility any time by giving a written notice to the Bank. The Customer will remain responsible for all actions prior to the time of such cancellation / termination of the Internet Banking Services. The Bank may at its sole discretion withdraw the Internet Banking facility at any time without incurring any

liability to the Bank. The closure of account by the Customer will automatically terminate the Internet Banking Services. The Bank may suspend or terminate the Internet Banking Services without prior notice if the Customer has committed breach of these Terms or the Bank learns of the death, any proceeding for winding up, bankruptcy or legal incapacity of the Customer.

## **25. Notices**

All Notices to the Bank shall be sent to 2/F1., Dina House, Ruttonjee Centre, 11 Duddell Street, Central Hong Kong to the attention of the Chief Executive or to such other address as the Bank may specify from time to time. All Notices to the Customer shall be sent to the Customer at the Customer's last known address on the books and records of the Bank. All Notices shall be given by mail (first class, postage prepaid, addressed as indicated above) by hand delivery or by facsimile transmission providing transmittal receipt.

In addition, Bank may also publish notices in newspapers or on its website <http://www.bankofindia.com.hk> Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex, e-mail or facsimile or upon publishing in any news paper or the Web Site of the Bank.

## **26. Risks**

The Customer acknowledges that there is certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and wireless networks, and the Customer hereby expressly assumes such risks. The Customer acknowledges that the Customer has requested the Internet Banking Services for the Customer's convenience, has made his/her/their own independent assessment of the adequacy of the internet as a service delivery mechanism, in addition to the security procedures described in the Service Material and herein, and the Customer is satisfied therewith. The Customer shall be responsible for the proper functioning, maintenance and security of its own systems, communication services, devices and other equipment.

The Customer hereby acknowledges that he is utilizing the Internet Banking Services at the Customer's own risk. These risks include but are not limited to the following risks,

### **(i) Misuse of Password/ PIN:**

The Customer / User acknowledges that if any unauthorized / third person obtains access to his Password and/or Star Token PIN, such unauthorized / third person would be able to have access to the facility, the Bank shall not be liable for any loss, damage sustained to Customer. The Customer / User shall ensure that the terms and conditions applicable to the use of the Password and/or the Star Token Pin as contained in the Internet Banking Services Terms are complied with at all times.

### **(ii) Internet Frauds:**

The internet per se is susceptible to a number of frauds, misuse, hacking and other actions. Whilst the Bank shall aim to provide security to prevent the same, the Bank shall not be liable for any fraud, misuse and/or actions relating to the Internet Banking Services. The Customer shall separately evaluate all risk arising out of the same.

### **(iii) Technological Risks:**

The technology for enabling Internet Banking Services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code or program. It may also be possible that the site of the Bank may require maintenance / repairs and during such time it may not be possible to process the request of the Customer / User. The Customer undertakes and agrees that the Bank disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to provide Internet Banking Service for whatsoever reason.

### **(iv) Registering & Securing Mobile Device :**

It is the sole risk and responsibility of the Customer to ensure that the registered mobile device is used only by him. Customer registers his mobile number in person with the Bank for using the Internet Banking Services. The Customer shall inform the Bank for changing the registered mobile number with the Bank, in case of loss of mobile instrument/change of mobile number. The One-Time Password (OTP) sent to the said mobile device is at the risk and responsibility of the Customer.

The Customer / User understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer / User also accepts that the Bank shall disclaim all liability in respect of the said risks.

### **(v) General Risk**

Due to the nature of Internet Banking, we will not be responsible for any loss of or damage to your or your User's data, software, computer, computer networks, telecommunications, electronic devices or other equipment caused by you using Internet Banking Services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

## **27. Force Majeure**

Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of electronic devices, telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

## **28. Governing Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to the conflicts of law principles thereof. Any action brought in connection with this Agreement shall be brought in courts of Hong Kong SAR. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts and agree not to assert the doctrine of forum non-convenience in any such action.

However, the Bank reserves the right to initiate legal action at any other Court of competent jurisdiction.

The mere fact that a User from a jurisdiction other than Hong Kong can access Internet Banking Services through the internet shall not be interpreted to imply that the laws of the said jurisdiction govern these terms and conditions and / or the operations in the accounts of the Customer through Internet and / or the use of Internet Banking Services.

### **29. Applicability to Future Accounts**

The Bank and the Customer agree that if the Customer opens further Account(s) with / subscribes to any of the products / services of Bank, and Bank extends the Internet Banking Services to such Accounts or products or services and the Customer opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking Services by the Customer.

### **30. Assignment**

The Bank shall be entitled to sell, assign, securitize or transfer the Bank's right and obligations under the Terms and any security in favour of Bank (including all guarantee/s) to any person of the Bank's choice in whole or in part and in such manner and on such terms and conditions as the Bank may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Customer / User and all other persons. The Customer / User and their respective heirs, legal representatives, executors, administrators and successors are bound by the Terms. However, the Customer / User shall not be entitled to transfer or assign any of their rights and obligations hereunder unless permitted by the Bank in writing.

### **31. Right of Set-off and Lien**

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Services extended to and / or used by the Customer.

### **32. Proprietary Rights**

All intellectual property rights in or relating to the Internet Banking Services, including any trademarks, service marks, logos, and trade names used in conjunction with the Internet Banking Services are the property of the Bank or its licensors and are protected by applicable copy right, patent, trade mark and other intellectual property law. You are also aware and acknowledge that the Information and any reports thereof and their form, format, mode or method of compilation, selection, configuration, presentation and expression are trade secrets and are confidential and proprietary property of the Bank and the respective information providers.

The permission given by Bank to access Internet Banking Services will not convey any proprietary or ownership rights in such software or Information or any reports thereof.

The Customer shall not violate any of the Bank's intellectual property or other proprietary rights. The Customer shall not disassemble, decompile, reverse engineer, reproduce, transmit, sell, convey, sub-license, loan, broadcast, cablecast, put in circulation, download, duplicate, provide, disseminate, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of the Internet Banking Services and/or any Information obtained in the course of access to and/or use of the Internet Banking Services.

In addition, you and the User must not do or attempt to do any of the following:

- (i). Remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Information and/or the reports thereof, including any trademark or copyright notice (if any).
- (ii). Incorporate in any of the Information or the reports thereof with any other programmes.

The restrictions on confidentiality in respect of the Information and/or the Reports referred to in Clause 32 shall not apply where:

- (i). the disclosure is compelled by law but only to the extent required by law and only after you have given written notice of the requirement to disclose to us; or
- (ii). we have written to agree to the disclosure.

You agree that all right, title and interest to the Information and any of the reports thereof and any and all copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works remains ours and the information provider's exclusive property. Other than accessing the Information and any of the reports thereof in accordance with this Agreement, you do not have or acquire any right or title to the same. Accordingly you must not represent or act in such a manner to indicate that you have acquired any of the foregoing rights.

The Information and any of their reports thereof are available for information and general reference only and not intended to provide professional investment or other advice or for trading or other purposes.

### **33. General**

The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. All costs incurred by the Customer including telecommunication costs to use the Internet Banking Services would be borne by the Customer.

So long as the Customer / User uses the Internet Banking Services, he/she/they shall be bound by the Terms, which may be amended from time to time. If any Customer / User is not agreeable to the Terms, he should notify the Bank immediately to terminate the services offered to him.

The terms and conditions of this Agreement (as amended and updated from time to time) set out the terms of the agreement between the parties with regard to Internet Banking Services and supersede and terminate all prior agreements and understandings between the parties to this Agreement. It is understood and agreed that the rights and obligations with respect to balance and transaction information available via the Service, and the Bank's execution of Customer's instructions to amend and cancel payment orders based on this information shall be governed by, as applicable, the Bank's terms and conditions governing the Customer accounts and any written service agreements entered into between the parties. In the event of an inconsistency between such terms and the provisions in this Agreement, the provisions in this Agreement shall prevail.

**34. Partnership**

Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

**35. Miscellaneous Provisions - Notification Request**

The Customer may opt for the transmission of an electronic notification to certain devices including (but not limited to) mobile phones, alphanumeric pagers and personal computers which are capable of receiving text messages such as e-mails. The content of these electronic transmissions may be determined by the selections of the Customer from options provided by the Bank from time to time. The Customer shall be responsible for the maintenance of such devices and the confidentiality of information transmitted in such manner and the Bank shall have no liability in connection with any information transmitted in the manner aforesaid. The Bank reserves the right to implement the abovementioned service and/or to withdraw the said service without assigning any reasons. The Bank also reserves the right to amend the terms and conditions upon which such a service may be provided to the Customer from time to time.

**36. Severability**

If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The Bank's waiver of any provision of this Agreement shall not constitute a waiver of its rights under that provision in the future, or of any other right.

**37. Third Party Rights**

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms.

**38. Dispute Handling**

In case Customers are having any problems or disputes with the services that we provide, we would like to hear them. Feedback of our Customers would enable us in improving our Customer service. We will do all we can do, to improve the Customer service and also in correcting the mistakes.

When things go wrong Customers are expected to contact us first and notify us of the situation.

**Phone:** +852-28209230

**Email:** [boi.hk@bankofindia.co.in](mailto:boi.hk@bankofindia.co.in)

It is essential that you give us all the particulars and related information you have to help us resolve your concern. Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

**39. Entire Agreement**

Without prejudice to the terms and conditions of Internet Banking Services, as amended from time to time, this Agreement, including the exhibit and all materials referred to herein, supersede all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties with respect to this Internet Banking Services. It is understood and agreed that the rights and obligations with respect to balance and transaction information available via the Service, and the Bank's execution of Customer/User's instructions to amend and cancel payment orders based on this information shall be governed by, as applicable, the Bank's terms and conditions governing the Customer accounts and any written service agreements entered into between the parties. In the event of an inconsistency between such terms and the provisions in this Agreement, the provisions in this Agreement shall prevail.

**40. The Bank's Compliance with Code of Banking Practice etc.**

In respect of the Service provided to the personal Customers, the Bank is committed to complying with Code of Banking Practice and other requirements applicable to Hong Kong licensed banks, and will operate the Services and apply and interpret these Terms and Conditions so as to meet such requirements.

**41. Personal Data**

The Customer and each User agree to be bound by General Terms (For Saving Bank Account, Current Account and Term Deposits Account) (as amended from time to time) relating to the Personal Data (Privacy) Ordinance as well as our Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (as amended from time to time) which will apply to all data provided by the Customer or each User as well as to data arising as a result of use of the Service. The Customer and each User also acknowledge and confirm that they have read "the Circular to Customers relating to the Personal Data (Privacy) Ordinance" and fully understand and agree the terms and conditions thereof.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Customer	Bank of India, HONG KONG/KOWLOON Branch
<b>Date:</b>	<b>Date:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>

Company seal