

328 Business Mobile Application User Agreement

Please slide up to read the terms and conditions below:-

IMPORTANT NOTICE

By using or accessing the Application (as defined below) or any part hereof, you agree or are deemed to have agreed to be bound by the terms and conditions hereinbelow and the end-user license agreement posted at www.apple.com/legal/macapps/dev/stdeula/ (if applicable). If you do not agree to the terms and conditions hereinbelow and the said end-user license agreement (if applicable), please do not access any part of the Application.

Terms and Conditions

Definition

1. Unless otherwise stated, the terms:-

"Application" shall mean the 328 Business Mobile Application;

"Contents" shall mean all or any part of the contents, materials and functions of the Application and Services, including but not limited to, information, opinion, websites, links, HTML, codes, programs, software, logos, icons, trademarks, copyrights, videos, photographs, pictures, images, sound, music, products and services of DSB or any compilation or combination of them;

"DSB" shall mean Dah Sing Bank, Limited;

"Services" shall mean the facilities, services and offers to be provided by DSB (at its sole and absolute discretion) to User in the Application;

"User" shall mean all individuals and entities using or accessing the Application and Services;
and

"Territory" shall mean the Hong Kong Special Administrative Region.

Territorial Restriction

2. The Application and Services are intended for (i) use by persons residing in or entities having its place of business in the Territory; and (ii) use within the Territory. If you are not residing in or having your place of business in the Territory or if you are using the Application and Services

outside the Territory, you must comply with the relevant country's applicable laws and regulations before using the Application and Services. By using the Application and Services, you confirm that you have complied with all applicable laws and regulations of the relevant country.

Disclaimer and Privacy Policy Statement

3. User's use or access of the Application is subject to the User's agreement to be bound by DSB's Disclaimer and Privacy Policy Statement posted at DSB's website ("Statement"). For the purpose of the Application, the term "Web Site" as used in the Statement shall have the same meaning as the term "Application" as used herein and the term "Bank" as used in the Statement shall have the same meaning as the term "DSB" as used herein. In case of any conflict or inconsistency between the provisions of the Statement and these Terms and Conditions, the latter shall prevail. You should not use or access any part of the Application if you do not agree to be bound by the Statement.

4. By using or accessing the Application, User further acknowledges and agrees that:-

a. User's use or access of the Application and the Services is at User's own risk. The Application and the Contents are provided on an "as is" basis and "as available" basis. DSB makes no warranty of any kind, expressed or implied, including but not limited to, that (i) the Application will be compatible with User's mobile device or any hardware or software thereof; (ii) the Contents, data, information and results that may be obtained from the use of the Application and Services will be available at all times and on time and will be accurate, adequate, sufficient, complete, useful or reliable; (iii) the Application and the Contents will be free from any computer virus, disruptive properties, faults, error, interruption or infringement; (iv) the Application will execute the instructions in a timely manner or at all; (v) the Application and Services will meet User's requirements and expectation; and (vi) the Application and Services are of merchantability or fit for a particular purpose;

b. DSB shall not be in any event liable to any person for any failure of providing the Application and/or any Services in whole or in part or for User's liability caused by the failure to gain access in whole or in part to the Application or any such Services due to the delay or failure of any communication networks or any other reason;

c. DSB shall not be in any event liable to any person for any line or system or connection failure, program error, incomplete, incorrect, blackout or error in transmission, computer virus, data corruption and delay, or unavailability of access or security issues in connection with User's use of the Application whether due to reasons attributable to DSB or beyond DSB's control;

- d. any Contents downloaded are obtained at User's own discretion and risk and that User shall be solely responsible for any damage or loss of data to User's computer and/or mobile devices;
- e. the Application may contain hyperlinks to other resources, applications, sites, pages or software of third party which are not offered, maintained and/or controlled by DSB and User shall use the hyperlinks at its own discretion and risk and shall be solely responsible for (i) any damage or loss caused by or in connection with the access to, use of, reliance on, downloading or installing such hyperlinks, resources, applications, sites, pages or software by User; (ii) any agreements, contracts, arrangements entered into between User and any such third party; and (iii) the safety of information which User may provide to any such third party; and DSB does not endorse or recommend, and shall not be responsible or liable for the safety, accuracy, truthfulness or availability of any such hyperlinks, resources, applications, sites, pages or software or any contents thereof and for any failure of products or services offered or posted or advertised by such third party. Such third party may have a privacy policy different from DSB and may have a lower data protection security standard than DSB;
- f. DSB is not the manufacturer of User's mobile devices nor a telecommunication service provider and DSB shall not be in any event liable to any loss or damage, whether directly or indirectly, resulting from (i) the access or use or inability to access or use the Application or Services via User's mobile devices; and (ii) any damage or loss of data to User's mobile devices whether or not caused by the access or use of the Application and Services; and
- g. DSB shall not be in any event responsible for any loss or damage, whether directly or indirectly, resulting from (i) statements or conduct of any third party in connection with the Application or Services; and (ii) User's use, inability to use or reliance on any of the Contents or any such third party.

Indemnity

5. By using or accessing to the Application, User agrees to indemnify, hold harmless and defend DSB and its related companies, affiliates, officers, employees, agents against any and all claims, actions, proceedings, damages, injuries, liabilities and all costs suffered or incurred as a result of User's access or use of the Application and Services (including any unauthorized access or use by any third parties).

Intellectual Property

6. DSB grants User a revocable, non-exclusive, non-transferrable, limited right to install and use the Application on mobile device(s) controlled by User, and to access and use the Services on such mobile device strictly in accordance with these Terms and Conditions.

7. The Application is intended for User's use only and User shall not 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 Application and/or the Contents or any parts thereof for public or commercial or any other purposes without DSB's prior written consent. All intellectual property rights, trade secret, confidential and proprietary information in and to the Application and its Contents are owned by DSB or by the respective intellectual property or content owners and are protected by the relevant intellectual property laws of the Territory.

Saved Data

8. Unless the laws and regulations of the Territory otherwise required, DSB shall not be obliged to retain records and shall not be in any event liable for any loss or damage of any inputs or data entered by User, preferences set by or orders placed by User that may be stored or saved when using the Application and Services.

9. Certain personal information and other information provided by User in the use of the Application and Services may be stored on User's mobile device even if such information is not collected by DSB and the Application may collect the unique device identifier of User's mobile device and may employ other technologies and practices to provide functionality for the Application. It is User's responsibility to maintain the security of its mobile device to avoid unauthorized access.

Services and Dealings with Third Parties

10. User shall acknowledge and understand that certain Services require and utilize phone service, data access or text messaging capability. Except as otherwise noted as applicable to the Services, DSB does not charge for the use of Services, but User's service provider may charge User for phone, data and text messaging and User shall be solely responsible for any such charges.

11. The DSB gives no warranty or representation regarding any smartphone or third party platform regarding accuracy, functionality or performance of any third party software that may be used or accessed in connection with the Application or Services.

12. User hereby acknowledges and agrees that some Services may be subject to additional terms and conditions which will be made known to User upon using or accessing to those

Services. Those additional terms and conditions are hereby incorporated by reference into these Terms and Conditions.

13. User's dealings with or participation in promotion of any third parties found on or through the Services (if any), including payment and delivery of goods or services, are subject to their applicable terms and conditions. Any other terms, conditions, warranties or representations associated with such dealings are solely between User and those third parties and DSB shall not be in any event liable for any loss or damage User may suffer as the result of such dealings or participation.

Unauthorized Access and Prohibited Access

14. It is User's responsibility to advise DSB if User is aware of or suspects that there exists, any unauthorized access to the Application or if User's password to the Application (if any) has been made available by User to third parties in a manner that may result in unauthorized usage of the Services.

15. DSB may at any time in its sole and absolute discretion prohibit User's access to any or all of the Services without giving User any reason and notice and DSB shall not be liable for User's any loss or damages resulting from, whether directly or indirectly, consequentially or incidentally, such prohibition.

Limitation of Liability

16. In no event shall DSB be liable to any User on account of such User's use, misuse or reliance on the Application and/or Services for any damages whatsoever, including direct, special, punitive, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data whether brought in warranty, contract, intellectual property infringement, tort (including negligence) or other theory, even if DSB is aware of or has been advised of the possibility of such damage, arising out of or connected with (1) the use (or inability to use) or performance of the Services, or (2) reliance upon the information provided by the Services or (for the avoidance of doubt) for any loss or damages or expenses whatsoever, including direct, special, punitive, indirect, consequential or incidental, resulting from use of the Application and/or Services outside the Territory or any of the circumstances referred to in clauses 4, 8 to 11, 14 and 15 hereinabove.

17. DSB shall not assume any legal liability or responsibility for the accuracy, completeness, timeliness or usefulness of any information or services accessible from the Application.

18. The User shall assume all responsibility and risk for the use of the Application and Services generally.

No Advice

19. The Contents shall not be regarded or considered as an offer or solicitation to sell or buy or subscribe to any investments, products or make deposits, or to provide any recommendation or advice to any person. The Contents are not intended to provide any professional advice and shall not be so relied upon. User is advised, if necessary, to obtain appropriate independent professional advice before making an investment, financial decision or purchasing any product or subscribing any service through the Application.

No Waiver

20. No failure or delay by DSB in exercising its right, power, privilege or remedy hereunder shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

Severability

21. The illegality, invalidity or unenforceability (to any extent) of any provision of these Terms and Conditions shall not affect the legality, validity or enforceability of any other provisions hereof and the application of that provision to other circumstances, and each provision hereof shall be valid and enforceable to the fullest extent permitted by laws of the Territory.

Governing Law

22. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Territory and User agrees to submit to the non-exclusive jurisdiction of the courts of the Territory.

Amendment

23. DSB hereby reserves the right to modify, change, update, revise, improve, expand, suspend, withdraw, disable or discontinue (whether temporarily or permanently) the Application or Services or Contents (or any part thereof) at its sole and absolute discretion with or without notice at any time and from time to time and without an ongoing obligation or liability to User. User's use of the Application and Services does not entitle User to the continued provision or availability of the Application and Services. Any such modification, change, update, revision, improvement or expansion shall be done by posting it on the Application. Alternatively, DSB

may automatically electronically upgrade the version of the Application or Services that User is using or accessing and User shall consent to such automatic upgrading on its mobile device, and agree that these Terms and Conditions shall continue to apply to all such upgrades. User hereby agrees that DSB shall not be in any event liable to User or to any third party for any modification, change, update, revision, improvement, expansion, suspension, withdrawal, disabling or discontinuance of the Application or Services or Contents.

24. Any or all of these Terms and Conditions may be amended or modified by DSB at its sole and absolute discretion at any time and from time to time by posting the revised version on the Application and/or the website of DSB. User hereby agrees that User's access to or the availability to User of the Application and/or the Contents after the relevant effective date of such revised Terms and Conditions shall constitute User's acceptance of such revised Terms and Conditions.

Language Version

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

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