

SHANGHAI COMMERCIAL BANK LIMITED
Terms and Conditions for Money Safe Service

Important Notice

The following terms and conditions (the “Terms and Conditions”) contain important legal terms and conditions which relate to and govern the use of Money Safe (“Money Safe” or “MS”) provided by Shanghai Commercial Bank Limited (the “Bank”). Before using the service, you (“Customer”) are advised to read carefully and understand the contents and effects of these Terms and Conditions. By using the service, the Customer represents his/her acceptance of these Terms and Conditions and agrees to be bound by them.

Terms and Conditions for Money Safe Service

1. The Bank’s Terms and Conditions for Bank Accounts and General Services, including Part A: General Terms and Conditions and the applicable Schedules under Part B: Specific Terms and Conditions, together with other applicable terms and conditions (collectively “Existing Terms”) shall be incorporated as an integral part of these Terms and Conditions. The Existing Terms continue to apply to Money Safe to the extent that they are relevant and not inconsistent with these Terms and Conditions. Unless otherwise specified, these Terms and Conditions prevail if there is any inconsistency between them and the Existing Terms with respect to Money Safe.
2. Money Safe allows the Customer to lock part of the funds the Customer deposited with the Bank to protect them from loss due to fraud and scam. The funds will be locked by segregating (that is, separating) them from the other funds the Customer deposited with the Bank. The locked funds, or MS protected funds, will not be used for any fund outflow through any channel whether online or offline, including withdrawal, fund transfer, autopay, direct debit authorization, standing instruction, loan or card repayment or payment of bank fees or charges (collectively, “Transactions”).
3. Money Safe is available to the types of bank account the Bank may specify from time to time. These accounts include current account, savings account and fixed deposit account, denominated in Hong Kong Dollar or any other currency the Bank may specify from time to time.
4. Use of Money Safe is completely voluntary. The Customer may decide whether to use Money Safe based on the Customer’s own needs and circumstances.
5. Money Safe is suitable for an individual account holder:
 - (a) who wants an extra layer of security to prevent loss of funds in bank accounts due to fraud and scam; and
 - (b) who is willing to lock up funds for MS protection and accepts that such funds will not be available for Transactions (including Transactions by the account holder) unless duly released from MS protection.
6. Once the Customer has locked any funds for MS protection, the Bank is required to stop processing any Transaction pursuant to any instruction received by the Bank after the funds have been locked (including any instruction given by the Customer) until the locked funds are released from MS protection in accordance with the procedures specified by the Bank.
7. If the Customer decides to use Money Safe
 - (a) **The Customer will have to follow and complete the steps set by the Bank and give instructions to lock any funds in the Customer’s account(s) or increase the locked amount for MS protection.** The Bank has the right to use any way the Bank considers appropriate to lock the funds.
 - (b) The Bank will set aside the locked amount in the Customer’s existing account(s). Only that amount will be locked for MS protection. This means that any interest accruing on the locked funds will not be locked for MS protection.
 - (c) **The Customer will have to take the necessary steps and give instructions and complete the necessary identity verification to the Bank’s satisfaction every time (i) the Customer reduces or releases any amount of locked funds from MS protection; or (ii) the Customer early uplifts a fixed deposit under MS protection.**
 - (d) **The Customer is solely responsible for managing the Customer’s accounts on an ongoing basis to ensure that there are**

sufficient immediately available funds in the Customer's accounts to meet the daily and other ad hoc needs, paying attention to the Transactions the Customer expects to conduct. The Bank will not be liable for any loss, consequence or inconvenience caused to the Customer by insufficient funds in the accounts due to locking funds for MS protection.

- (e) The Bank will not be responsible for any loss suffered by the Customer as a result of using Money Safe except for any direct and reasonably foreseeable loss caused to the Customer directly and solely by the Bank's wilful default or gross negligence in operating the Money Safe arrangements.
 - (f) The Customer shall indemnify the Bank and hold the Bank harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank and all actions or proceedings which may be brought by or against the Bank in connection with the Bank's provision of Money Safe or the Customer's use of Money Safe.
8. **Before the Customer locks any funds for MS protection, the Customer should carefully consider the matters set out in Clauses 1 to 7 above. The Customer should use Money Safe only if the Customer accepts all the arrangements and consequences set out in Clauses 5 to 7 above.**
9. The Bank may set and change the steps, details or arrangements relating to the use of Money Safe from time to time, having regard to the applicable requirements or expectations of regulatory authorities or law enforcement agencies.
10. To lock funds or increase locked amount for MS protection
 - (a) **To use Money Safe, the Customer will have to give the Bank clear instructions:**
 - (i) **on the amount of funds to be locked for MS protection, subject to any minimum amount (if any) set by the Bank from time to time;**
 - (ii) **to identify the account from which the funds are to be locked for MS protection; and**
 - (iii) **if the Customer wants to lock funds from more than one account, to identify each account and the amount of funds to be locked from that account.**
 - (b) Clause 10(a) above also applies every time the Customer increases the funds to be locked for MS protection.
11. To reduce or release locked funds from MS protection
 - (a) **To reduce or release locked funds from MS protection, the Customer will have to give the Bank clear instructions to identify the amount of locked funds to be reduced or released from MS protection and the account holding the locked funds, and complete the release procedure specified by the Bank.**
 - (b) **The Customer should note that once any locked funds are released from MS protection, such funds are no longer protected from fund outflows and can be used for Transactions.**
 - (c) **The Customer may not be able to reduce or release locked funds from MS protection if the Customer is located overseas or is otherwise unable to visit any branch of the Bank in Hong Kong in person.**
12. Locking funds, increasing locked amount, or reducing or releasing locked funds will take effect after the Bank has executed the Customer's instructions. **The Customer should give instructions to the Bank reasonably in advance to allow sufficient time for processing.** The Bank will process the Customer's instructions as soon as practicable and usually can put the instruction in effect in 3 business days after receiving the instruction.
13. **To be effective, instructions relating to Money Safe must be given by the Customer to the Bank in accordance with the applicable provisions of the Existing Terms.**
14. Locked funds for MS protection
 - (a) The Customer will continue to receive interest on the locked funds and enjoy other benefits which the Customer is entitled to if the Customer does not lock the relevant funds for MS protection.
 - (b) If the Customer locks funds in or from a fixed deposit for MS protection, whether the principal and/or interest will continue to be locked upon the maturity or renewal of that fixed deposit will depend on the maturity instruction and subject to the

arrangements of the Bank. For example:

- (i) If the maturity instruction is renewal, the renewal funds will continue to be locked upon renewal.
- (ii) If the maturity instruction is to uplift principal and/or interest, the uplifted funds will be automatically released from MS protection and transferred to the Customer's designated account on the maturity date.

15. The Bank's rights are not affected by Money Safe

Use of Money Safe will not affect the rights the Bank is entitled to in relation to the Customer's funds or accounts, including but not limited to the following rights:

- (a) to apply the funds including any locked funds to settle any debts or amounts (in whole or in part) the Customer owes the Bank in accordance with any contractual, equitable or statutory set-off rights;
 - (b) to enforce any security interest the Bank holds against the funds including any locked funds;
 - (c) to suspend, freeze or close any account in accordance with the Existing Terms;
 - (d) to deal with the funds including any locked funds to comply with any court order or mandatory obligations imposed on the Bank;
 - (e) to handle the funds including any locked funds as the Bank considers reasonable and appropriate in good faith from time to time having regard to the Bank's requirements, applicable requirements or expectations of regulatory authorities or law enforcement agencies; and
 - (f) to handle entries which relate to any locked funds and arise by reason of operational error or irregularity.
16. The Bank reserves the right in its absolute discretion to cancel or release MS protection without the prior consent or instructions of the Customer. The Bank will not be liable for any loss, consequence or inconvenience caused to the Customer or any person arising from or in connection with the cancellation or release.
17. The Bank may at any time amend these Terms and Conditions and/or introduce additional terms and conditions from time to time. Such amendment and/or addition shall become effective subject to the Bank giving notice to the Customer in accordance with the Existing Terms. The Customer is deemed to agree to such amendment and/or addition if the Customer continues to maintain or use Money Safe on/after the effective date of such amendment/addition.
18. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. All disputes arising from or pursuant to these Terms and Conditions shall be resolved before the courts of Hong Kong, and the Customer agrees to submit to the non-exclusive jurisdiction of such courts.
19. If there is any discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.