

**Terms and Conditions of Money Safe:**

1. These terms and conditions, together with our current Master Terms and Conditions - Banking Services (to the extent applicable) and any other applicable terms and conditions as may be amended from time to time apply to our Money Safe service. If there is inconsistency, these terms and conditions will prevail over general provisions with respect to our Money Safe service. Unless otherwise defined, capitalised terms used in these Terms and Conditions have the same meanings given to them in our current Master Terms and Conditions - Banking Services.
2. Money Safe protection is applicable to Current Account, Savings Account and Time Deposit Account only.
3. All applications for and/or instructions in relation to the Money Safe service shall be made in accordance with the manner and procedures specified by us from time to time.
4. For Current Account/Savings Account, the protection only covers funds in the account's original currency. To set up and activate Money Safe against funds in an account, the Current Account and Savings Account must have a minimum balance of, and the minimum amount of funds required to be protected is 1,000 dollars in the currency in which the account is denominated. For Time Deposit Account, once Money Safe activated, the protection covers the entire principal amount of Time Deposit.
5. Notwithstanding any provisions in these terms and conditions, we reserve the right to determine and amend the coverage of the account types for the Money Safe service, the eligibility of customers to use such service, the minimum threshold of the protected funds and other requirements for the Money Safe service.
6. The protected funds under Money Safe protection cannot be used for any outgoing transactions, including but not limited to withdrawals, FPS, cheques, settlement for investment transactions, bill payment, autopay, direct debit authorization, standing instructions, remittance, loan and credit card repayments, bank fees and charges, and any other instructions given through other means, until the protected funds are released from Money Safe protection in accordance with the procedures specified in clause 14. Please ensure sufficient available funds to avoid any late fees and overdue interest.
7. We will not be liable for any failures of payments and transfers attributable to the activation of Money Safe protection, and under no circumstances shall we be responsible to you for any losses, direct, indirect consequential or otherwise, arising out of or in connection with such non-payment or transfer.
8. For Hong Kong dollar current accounts with "No Bounced Cheques and Auto-Pay Protection Services", once Money Safe activated, the "No Bounced Cheques and Auto-Pay Protection Services" will be cancelled. If there is insufficient available balance in your account, cheques and auto-payments will be rejected. Fee and charges will be charged. After release Money Safe, you may apply the Bank to reinstate the relevant service.
9. For current accounts with "Auto Standby Line" and "Flexi Assets Financing", the value of the collateral may affect the available balance in the account. Therefore, when activating Money Safe, you should consider the available balance including the value of the collateral, to avoid overdrafts in current account.
10. If an account cannot be debited to settle an amount you owe to us in full due to Money Safe activation, we reserve the right to first debit the account balance available and not subject to Money Safe for partial settlement and apply a lien on your other account with positive balance as a security for the outstanding amount you owe to us.
11. Notwithstanding the activation of Money Safe protection, we reserve the right in its absolute discretion to carry out the following actions without the consent of the account holder(s), including but not limited to:
  - a. Account closure initiated by us, and in which case, the account balance will be returned to you by Cashier's Order to your address registered with us; and
  - b. Debiting your account(s) and/or the funds subject to locking under Money Safe protection pursuant to an order of the court, request from any regulatory or governmental body or any applicable laws, regulations, guidelines and policies (including our internal policies); and

- c. Debiting your funds subject to locking under Money Safe from your account(s) to set off any amounts against any obligations you owe to us in contract and/or in law; and
- d. in any scenario where we in good faith deem it reasonable to do so.

For the avoidance of doubt, activation of Money Safe shall not prevent or restrict us from exercising our rights under our current Master Terms and Conditions - Banking Services and any other applicable terms and conditions.

- 12. The protected funds under Money Safe will still be subject to the same prevailing interest rate applicable to your account.
- 13. For time deposits under Money Safe, it is applicable to time deposit maturity instruction with auto-rollover. The Bank will automatically roll over the principal with earned interest of time deposit at the prevailing interest rates on the maturity date.
- 14. Client must visit any of our branches in person to give instructions and complete the necessary identity verification every time you (i) release any protected funds from Money Safe; or (ii) you early uplift a time deposit under Money Safe. We reserve the right to impose or amend any requirements, reject any requests or deduct any amount from the deposit which the Money Safe Protection has been released to settle any money owing by you to us, including but not limited to any fees, charges and interests for unsuccessful transactions, charges and outstanding loan amounts.
- 15. We will not be liable if there is any delay in the processing or execution of the instructions or requests, or if we reject such instructions or requests.
- 16. For joint name, all-to-sign account, all joint account holders must visit together at a branch in person to submit Money Safe protection activation/release requests.
- 17. We may at any time amend these Terms and Conditions. Such amendment shall become effective subject to us giving notice to you in accordance with our current Master Terms and Conditions - Banking Services. By continuing to maintain or use our Money Safe service on/after the effective date of such amendment, you are deemed to agree to such amendment.
- 18. These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 19. If there is any inconsistency or conflict between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.