

### Important Notes

1. Money Safe Protection applies to Time Deposit Account, Checking Account and Savings Account only.
2. You need to set up Money Safe Protection Amount for each account and currency. For newly setup and increasing the protected amount, you may process via Online Banking and Mobile Banking.
3. Please ensure the information provided is correct and clear.
4. For Time Deposit, the locked amount must be the Principal or Principal with Interest, according to the maturity instruction.
5. Please input or state the amount for the designated account to be protected one by one directly for newly setup or adjustment. The minimum amount is HKD 10,000 or equivalent. If you would like to release Money Safe protection, please input of state "0".
6. For locked matured Time Deposit funds, if it is rollover, it will be hold under Time Deposit Account automatically. It will effect the Money Safe Protection on principal only or both principal and interest according to the maturity instruction. If it is transferred to the Bank's Checking or Savings Account, the funds will be hold under the subject Checking and Savings Account automatically. Please make adjustment for Money Safe Protection amount if needed. If the Checking Account has been approved for overdraft line, please transfer money to other Checking or Savings Accounts for Money Safe Protection. Otherwise, the subject amount will be hold and bear the lowest savings interest rate as determined by the Bank from time to time. Please stay alert for the reminder SMS blasted on maturity day.
7. Once the Money Safe Protection is in effect, the protected amount will be put on hold and could not be used and processed fund outflow in any form, including but not limited to withdrawals, fund transfers, direct debit authorization and standing instruction related transactions, loan and card repayment, bank fees and charges. If there is any overdraft (or increase in existing overdraft) and fees or charges which may arise as a result of the execution of Money Safe Protection, the Bank will not bear any related expenses and legal liability.
8. To release the Money Safe Protection amount, you **MUST visit Branch in person, complete and sign the form**. You shall be liable for any surcharges or consequences for any delay or failure in making payment which may arise as a result of holding funds due to Money Safe Protection.

### Terms and Conditions for Money Safe

#### 1. Definition of Money Safe

- (a) Money Safe ("**Money Safe**" or "**MS**") allows you to lock part of the funds you 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 you deposited with the Bank. The locked 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**").
- (b) Money Safe is available to the types of bank account the Bank specifies from time to time. These accounts include Checking account, Savings account and Time Deposit account, denominated in Hong Kong Dollar or any other currency the Bank specifies from time to time.
- (c) Use of Money Safe is completely voluntary. You may decide whether to use Money Safe based on your own needs and circumstances.

#### 2. Intended Users for Money Safe

- (a) Money Safe is suitable for an individual account holder
  - (i) who wants an extra layer of security to prevent loss of funds in bank accounts due to fraud and scam; and
  - (ii) 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.
- (b) Once you have 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 you) until the locked funds are released from MS protection applied by you at any branch in person.

#### 3. If you decide to use Money Safe

- (a) **You will have to follow and complete the steps set by the Bank and give instructions to lock any funds in your account(s) or increase the locked amount for MS protection.** The Bank has the right to use any way the Bank consider appropriate to lock the funds.
- (b) The Bank will set aside the locked amount in your 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) **You will have to take the necessary steps and give instructions and complete the necessary identity verification to the Bank's satisfaction every time (i) you reduce or release any amount of locked funds from MS protection; or (ii) you early uplift a Time Deposit under MS protection.**
- (d) You are solely responsible for managing your accounts on an ongoing basis to ensure that there are sufficient immediately available funds in your accounts to meet your daily and other ad hoc needs, paying attention to the Transactions you expect to conduct. The Bank will not be liable for any loss, consequence or inconvenience caused to you by insufficient funds in your accounts due to locking funds for MS protection.
- (e) We will not be responsible for any other loss suffered by you as a result of using Money Safe except for any direct and reasonably foreseeable loss caused to you directly by our wilful default or negligence in operating the Money Safe arrangements.

4. Before you use Money Safe  
**Before you lock any funds for MS protection, you should carefully consider the matters set out in Clauses 1, 2 and 3 above. You should use Money Safe only if you accept all the arrangements and consequences set out in Clauses 2 and 3 above.**
5. The Bank's steps for using Money Safe  
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.
6. Your instructions relating to Money Safe
- (a) To lock funds or increase locked amount for MS protection
    - (i) **To use Money Safe, you will have to give the Bank clear instructions**
      - 1. **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;**
      - 2. **to identify the account from which the funds are to be locked for MS protection; and**
      - 3. **if you want to lock funds from more than one account, to identify each account and the amount of funds to be locked from that account.**
    - (ii) Clause 6(a)(i) above also applies every time you increase the funds to be locked for MS protection.
  - (b) To reduce or release locked funds from MS protection
    - (i) **To reduce or release any segregated funds from MS protection, you 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 in Clause 3(b);**
    - (ii) **You 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) Locking funds, increasing locked amount, or reducing or releasing locked funds will take effect after we have executed your instructions. **You should give us instructions reasonably in advance to allow sufficient time for processing.** We will process your instructions as soon as practicable and usually can put your instruction in effect in 3 business days after receiving your instruction.
  - (d) **To be effective, instructions relating to Money Safe must be given by you to us in accordance with the applicable provisions of the terms and conditions governing the relevant account.**
7. Locked funds for MS protection
- (a) You will continue to receive interest on the locked funds and enjoy other benefits which you are entitled to if you do not lock the relevant funds for MS protection.
  - (b) If you lock funds in or from a Time Deposit for MS protection, the funds together with the interests (if applicable) will continue to be locked upon the maturity or renewal of that Time Deposit. **If you want to release the locked funds with the interests (if applicable) in or from a Time Deposit from MS protection, you should give the Bank express instructions in writing at least 3 business days before the maturity date of that Time Deposit.**
8. 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 your funds or accounts, including the following rights:
- (a) to apply the funds including any locked funds to settle any debts or amounts (in whole or in part) you owe the Bank in accordance with any contractual, equitable or statutory set-off rights;
  - (b) to enforce any security interest we hold against the funds including any locked funds;
  - (c) to suspend, freeze or close any account in accordance with the terms and conditions governing the account;
  - (d) to deal with the funds including any locked funds to comply with any court order or mandatory obligations imposed on the Bank; and
  - (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 applicable requirements or expectations of regulatory authorities or law enforcement agencies.
9. In case of any inconsistency between English and Chinese versions of these Terms and Conditions, the English version shall prevail.
10. In case of dispute, the decision of the Bank shall be final and binding