STATE BANK OF INDIA, Hong Kong Branch (the “Bank”)

Rules and Regulations of Internet Banking

Before the Customer uses the Service, he/she should read these Rules and Regulations carefully. By registering to use the Service, he/she will be considered to have accepted these Rules and Regulations of Internet Banking and will be bound by them.

General Information

1. Any existing customer of the Bank (the “Customer”) may apply for the OnlineSBIGlobal service, the internet banking service of the Bank (“OnlineSBIGlobal” or the “Service”), by completing and submitting to the Bank the OnlineSBIGlobal registration form(s) of the Bank (the “Registration Form”) via the OnlineSBIGlobal website at www.onlinesbiglobal.com (the “Website”).

2. Separate registration is available for both single-name and joint accounts.

3. The Customer should provide such information as the Bank may reasonably request from time to time for the purposes of providing the Service. By registering the use of the Service, the Customer confirms that all information provided to the Bank at the time of the registration is complete, accurate and up-to-date. The Customer should also ensure that all the information provided to the Bank from time to time remains complete, accurate and up-to-date, and should notify the Bank of any change in the information as soon as reasonably practicable. Further, by entering into any transaction through OnlineSBIGlobal, the Customer confirms that the information he/she provided to the Bank (including his/her financial situation, investment experience and investment objectives) is complete, accurate and up-to-date and that the Bank will rely on his/her confirmation.

4. The Customer can access his/her bank account(s) through OnlineSBIGlobal only after he/she has created his/her user name and password online at the website and has acknowledged to Bank his/her receipt of the user name and the password which are separately sent to him/her by the Bank.

5. Each of the account holders in a joint account with "Either or Survivor" type mode of operation may register himself/herself as a user of the OnlineSBIGlobal facility.

6. The Service will cover savings, current and time deposits accounts of the Customer. For other types of accounts, the Customer may only check the account balance(s) thereof using the Service, but the Customer may at any time specifically request the Bank to enable transaction rights in OnlineSBIGlobal for such accounts. As at the date hereof, the following features are available in OnlineSBIGlobal:

(a) Account enquiry;

(b) Mini statement;

(c) Account statement;

(d) Fund transfer between the Customer’s own accounts opened and maintained with the Bank;
(e) Fund transfer between accounts opened and maintained with the Bank; and

(f) Indian Rupees (INR) Remittances to India.

7. The Bank offers the Service on such terms and conditions as the Bank may specify from time to time. The Bank has the right to do the following (or any of them) from time to time without prior notice: (i) introduce new features for the Service, or vary, suspend or withdraw any existing features of the Service; (ii) specify or vary the scope and extent of the Service and its features, including (a) prescribing the types of transactions that the Customer may conduct using the Service, (b) setting or varying limits relating to use of the Service, and (c) reducing or re-setting any limit relating to use of the Service (including any transfer or transaction limit) if the Customer has not used the relevant Service for at least a period of time set by the Bank from time to time; and (iii) impose and vary any restrictions on the use of the Service at any time including any minimum and maximum daily limits for transactions effected over it.

8. The Service is only offered to the Customers. OnlineSBIGlobal and information relating to OnlineSBIGlobal are not intended for access or use by persons other than the Customers.

Governing Law, Jurisdiction and Governing Terms

9. These Rules and Regulations are governed by and construed according to Hong Kong laws.

10. The Customer submits to the non-exclusive jurisdiction of the Hong Kong courts but these Rules and Regulations may be enforced in the Courts of any competent jurisdiction.

11. The Bank’s provision of the Service, the Customer’s use of the Service and the transactions conducted by the Customer using the Service are governed by (i) these Rules and Regulations; (ii) other terms and conditions applicable to the Service, including the Schedule of Fees and Charges of the Bank and the Privacy Policy of the Bank; and (iii) other terms and conditions governing the accounts, transactions, dealings, services, products, information, goods, benefits and privileges covered by the Service from time to time. These Rules and Regulations prevail over the other terms and conditions referred to in paragraph 11(iii) above if there is any inconsistency between them concerning the Service.

Smart One-Time Password (“OTP”) Generators

12. As a part of second factor authentication, the Bank shall require the Customer to use an OTP generated by the CA mobile application or such other replacement mobile application as may be prescribed by the Bank from time to time (the “App”) to access the Service and/or authorise certain transaction(s) to be carried out using the Service. For such purpose, the Customer will need to accept the terms of use of the App and install the App on his/her mobile devices, tablets or other wireless web-enabled device (“Device”) (as may be acceptable to the Bank from time to time) and once the App is installed in the Customer’s Device, such Device could be recognised by the Bank for authenticating the Customer’s identity or other similar purposes. The OTP generated using the App is personal to the Customer for his/her exclusive use, and can only be used together with the Customer’s password. It provides an additional
level of security for certain transactions and must not be shared by the Customer with anyone else.

13. The Customer may need to generate and enter an OTP when he/she:
   (a) logs into the Service;
   (b) adds a third party beneficiary for fund transmission on his/her OnlineSBIGlobal facility; or
   (c) transmits funds from his/her account(s) to a third party beneficiary using OnlineSBIGlobal.

14. The Customer must take reasonable steps to keep his/her user name, password(s) and Device safe, secure and secret and to use a personal identification number or other security code to prevent unauthorized access to his/her Device, and inform the Bank as soon as reasonably practicable after he/she finds or believes that (i) any of the aforesaid is compromised, lost, stolen or misused, (ii) any unauthorized transactions have been conducted over his/her account(s), or (iii) his/her Device, his/her registered phone number or the related SIM card is compromised, lost or stolen, or his/her Device is being used or controlled by any unauthorized person. The Customer should notify the Bank of any of the foregoing security incidents by calling the Bank during the Bank’s opening hours as specified in paragraph 15 below or by email at info.hk@statebank.com. The Bank may ask the Customer to confirm any notification in writing. The Bank, on being advised of such security incidents, will take such action as appropriate to prevent further use of the relevant password(s) and/or the OTP(s) (as the case may be).

15. The Customer may call the Bank between 9.00 a.m. and 5.00 p.m., Monday to Friday (other than any public holiday in Hong Kong), for any general enquiries about the Service.
Instructions by the Customer

16. The Customer is required to quote his/her user name and password (and OTP when the same is also required for certain transactions) as the Bank may specify in order to log in to the Service and give instructions to the Bank or communicate with the Bank through use of the Service. The Bank is not considered as having received his/her instructions or communications unless they are given in such manner as the Bank may specify from time to time and after the Bank has actually received them. The Customer cannot cancel or withdraw an instruction given in relation to the Service without consent from the Bank.

17. The Bank is entitled to act according to its regular business practice and procedure and will only accept requests insofar as it is (in the Bank’s reasonable opinion) practicable and reasonable to do so. All requests received from the Customer shall be logged and transmitted to the relevant branch of the Bank for its fulfillment. The request becomes effective from the time it is recorded or registered at the Bank. While registering the request, the Customer will be informed about the time normally taken by the Bank for fulfillment of such request. The Bank may act on a request if the Bank reasonably believes that it is given or authorized by the Customer without being liable in any circumstance. The Customer will be bound by that request as understood and executed by the Bank in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given or authorized by the Customer. The Bank has no obligation to verify the identity of the person giving an instruction apart from verifying the user name, password(s) and OTP(s) quoted. The Bank has the right to delay acting or refuse to act on a request if the Bank is aware of or suspects a breach of security or other suspicious circumstances relating to the Customer’s account(s) or the Service, and the Bank is not liable for any delay or refusal to act in such circumstances. The Bank will inform the Customer of any delay or refusal if it is reasonably practicable to do so.

18. The Bank will provide an advice or confirmation online after a transaction or a request or an instruction has been effected through the Service. The Customer is responsible to check such advice or confirmation. The Customer is considered as having received such advice or confirmation immediately after the Bank has transmitted it. The Customer should enquire with the Bank if he/she has not received an advice or confirmation within the time he/she usually receives an advice or confirmation.
Security of OnlineSBIGlobal

19. The Bank will take reasonable care to: (i) make use of the available technology for ensuring the security and preventing unauthorized access to the Service, (ii) control and manage the risks in operating the systems relating to the Service, taking into account all applicable laws and regulations and prevailing market practices, and (iii) ensure that the OTP issued to the Customer functions to enable the Customer to access the Service.

20. OnlineSBIGlobal is a VeriSign-certified secure site. VeriSign assures that during any session where the Customer has accessed and is using OnlineSBIGlobal, any two-way communication between the Customer and the Bank on OnlineSBIGlobal is secured with 128-bit SSL encryption technology, which ensures the confidentiality of the data during any communication and transmission of funds. The access-control methods designed and utilized on the site of OnlineSBIGlobal afford a high level of security to the transactions conducted on OnlineSBIGlobal.

The Bank’s liabilities

21. Notwithstanding any provisions herein, the Bank does not represent, warrant or guarantee whatsoever, expressly or impliedly, that OnlineSBIGlobal is free of virus or other destructive features which may adversely affect the Customer’s hardware, software or equipment.

22. Notwithstanding any provisions herein, the Bank does not represent, warrant or guarantee whatsoever, expressly or impliedly, on the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any financial, market or other information supplied by any person to the Bank from time to time (“Information”) or any report compiled by the Bank from such information (“Report”), or that any such Information or Report is fit for any purpose, and the Bank is accordingly not liable for any such Information or Report made available to the Customer or any other person.

23. Transactions over the internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic, or incorrect data transmission due to the public nature of the internet. Notwithstanding any provisions herein, the Bank is not liable for any malfunctions in communication facilities beyond the reasonable control of the Bank that may affect the accuracy and/or timeliness of any message, instruction or transaction of the Customer given or effected through OnlineSBIGlobal.
24. Subject to paragraphs 36 to 39 below, the Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses incurred by it (including legal fees) in connection with the Bank’s provision of the Service and/or the exercise of the powers and rights of the Bank under these Rules and Regulations (including (a) any inaccurate or incomplete data, or corruption, interception, deletion or loss of data due to fault, failure or malfunction of the internet and/or the relevant computer systems; (b) any breakdown, failure, mutilation, interruption, omission, error, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission or communication of messages or from its misinterpretation by the Bank, its correspondent, agent or its employee or through any other cause(s) beyond its control which lead to, including but not limited to, delays in the transmission, receipt or other execution of any transaction; (c) the Service not being available, being restricted, varied, amended, suspended or terminated or becoming inoperative and/or (d) the Customer’s failure to carry out his/her responsibilities under these Rules and Regulations), unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly by the negligence or willful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of the Customer.

25. If it is proved in a case set out in paragraph 24 above that there was negligence or willful misconduct by the Bank or its agent or any of their respective officer or employee, the Bank shall be liable for the lower of: (i) any loss and damage incurred or suffered by the Customer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or willful default, and (ii) the amount of the relevant transaction. The Bank shall not be responsible for any indirect, special or consequential loss or damage.

_The Bank’s Fees_

26. The Bank has the right to charge or vary its fees relating to the use or termination of the Service (including the fee for the licence to use of the App). The Bank will give the Customer prior notice of new fees or any variation of fees. The Customer is required to pay such fees if the Bank does not receive notice from the Customer to terminate the Service with effect before the date on which the new fees or revised fees take effect. The Bank may collect fees from the Customer in such manner and at such intervals as the Bank may specify.

27. For details on the fees of the Bank, please refer to the Schedule of Fees and Charges on [www.sbihongkong.com](http://www.sbihongkong.com) as updated by the Bank from time to time.
The Customer’s Obligations

28. The Customer is free to choose a password of his/her choice in accordance with the guidelines on the OnlineSBIGlobal website. However, the Customer is advised to avoid choosing a password that is generic in nature, guessable or inferable from his/her personal data such as his/her name, date of birth, address, telephone number, driving licence number or vehicle registration number, or is easily accessible personal information such as his/her telephone numbers or date of birth. The Customer is also advised against using his/her password for accessing other services (for example, passwords for connecting to the internet or for accessing other websites).

29. Subject to all applicable laws of the relevant jurisdictions, the Customer is welcome to access OnlineSBIGlobal from anywhere and at any time. However, as a matter of precaution and safety, the Customer should avoid using personal computers with public access to login OnlineSBIGlobal and use the Service.

30. The Customer must keep his/her user name and password(s) strictly confidential at all times and for his/her sole and exclusive use. The Customer (i) should not allow anyone else to use his/her user name and password(s), (ii) should never write down his/her user name or password(s) on any device for accessing the OnlineSBIGlobal service or on anything usually kept with or near it, and (iii) should not write down or record his/her user name or password(s) without disguising it. The Customer should refer to and observe the security advice and measures as specified by the Bank on its official website (www.sbihongkong.com) from time to time. For the avoidance of doubt, the Bank will not be responsible for any loss sustained by the Customer as a result of or arising from any breach by the Customer of any provision herein.

31. The Bank presupposes that any log-in using a valid user name and correct password(s) and OTP(s) is a valid session initiated by none other than the Customer to whom the said user name, password(s) and OTP(s) belong. For details on the verification of identity of the Customer and the taking of Customer’s instructions by the Bank, please refer to paragraphs 16 to 18 above. All transactions executed through a valid session as defined above will be construed to have been emanated from the Customer and will be legally binding on the Customer. The Customer is cautioned against leaving the computer with which he/she gains access to the Service unattended during a valid session.

32. Before entering into a transaction through the Service, the Customer should: (i) consider his/her own circumstances and understand the nature, terms and risks of the transaction, and (ii) consider obtaining independent professional advice (including but not limited to legal, tax and accounting advice) regarding the intended transaction where necessary.

33. Should the Customer notice that any information relating to his/her account(s) is incorrect or discrepant, he/she should notify the relevant branch of the Bank as soon as reasonably practicable.
34. The Customer should inform the Bank as soon as reasonably practicable if he/she finds or
believes that his/her username or password(s) or his/her Device has been compromised, lost or
stolen, or that unauthorized transactions have been conducted over his/her account or that
his/her Device, his/her registered phone number or the related SIM card is compromised, lost or
stolen, or his/her Device is being used or controlled by any unauthorized person. For details,
please refer to paragraph 14 above. The Customer should not attempt or permit others to
attempt accessing OnlineSBIGlobal through any unlawful means or use or attempt to use
OnlineSBIGlobal for any unlawful purposes.

35. The Customer should not, and shall not attempt to decompile, reverse-engineer, translate,
convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access
to, any part of OnlineSBIGlobal or any internet site or any software comprised in it.

The Customer’s Liabilities

36. The Customer undertakes to keep the log-in name(s), password(s) and his/her Device safe
and secret. Unless the Customer acts fraudulently or with gross negligence including failing to
safeguard properly his/her Device, log-in name(s) and/or password(s) for accessing the Service,
the Customer shall not be liable for any direct loss suffered by him/her as a result of any
unauthorized transactions conducted through his/her account.

37. The Customer undertakes to inform the Bank as soon as reasonably practicable if he/she
knows or suspects that any other person knows the log-in name(s) and/or password(s) or that
unauthorized transactions have taken place through his/her account(s) or that his/her Device,
his/her registered phone number or the related SIM card is compromised, lost or stolen, or
his/her Device is being used or controlled by any unauthorized person and if he/she fails to do
so, he/she shall be liable for any unauthorized transactions conducted through his/her
account(s).

38. The Customer shall be liable for all losses if he/she acts fraudulently or with gross
negligence (including failing to properly safeguard his/her log-in name(s), password(s) and
Device in accordance with the provisions herein, or knowingly allow the use by others thereof).

39. Notwithstanding paragraphs 36 to 38 above, the Customer shall not be liable for
unauthorized transactions in his/her account(s) caused by: (a) a computer crime not prevented
by the Bank’s security system; (b) a human or system error caused by the Bank resulting in an
improper transaction leading to lost or misplaced funds; or (c) a missed or mis-directed payment
caused by the Bank. The Customer shall be entitled to reimbursement from the Bank for
interest or late penalties incurred by the Customer for missed payments attributable to the
foregoing causes in this paragraph.

40.
Termination

41. The Bank may suspend or terminate all or any part of the Service at any time without giving the Customer notice or reason.

42. The Customer may terminate the use of the Service at any time by giving the Bank prior written notice.

43. Even after suspension or termination of the Service, the Customer remains responsible for performing and discharging his/her obligations and liabilities created or accrued before suspension of termination.

Variation

44. The Bank has the right to vary these Rules and Regulations from time to time by giving prior notice to the Customer in such manner as the Bank considers appropriate. The Customer shall be bound by a variation if the Bank does not receive notice from the Customer to terminate the Service with effect before the date on which that variation takes effect.

Severance

45. If any of the provisions herein becomes illegal, invalid or unenforceable under the applicable laws, such illegality, invalidity or unenforceability does not affect any other provision which shall remain in full force and effect.

Waiver

46. No failure or delay by the Bank in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. No single or partial exercise shall preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Rules and Regulations is intended to be cumulative and in addition to any other right, power or remedy at law.

Joint accounts

47. Where the account in question is a joint account, (i) any reference herein to the Customer shall mean each joint account holder; (ii) each joint account holder will be bound by these Rules and Regulations; and (iii) all joint account holders are jointly and severally liable with one another for the transactions conducted by any of them using the Service.

No third party rights

48. No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions herein.

Version
49. The English version of these Rules and Regulations prevails to the extent of any inconsistency between the English version and the Chinese version (if any). The Chinese version (if any) of these Rules and Regulations is for reference only.