

**TERMS AND CONDITIONS FOR SME ONLINE ONBOARDING
AND LOAN APPLICATION PLATFORM AND SERVICES**

IMPORTANT NOTICE

The following Terms and Conditions for SME Online Onboarding and Loan Application Platform and Services (the “Services”) contain important legal terms and conditions which relate to and govern the use of the Services provided or to be provided by Shanghai Commercial Bank Limited (the “Bank”). Before using the Services, the Applicant is advised to read carefully and understand the contents and effects of these Terms and Conditions. By using the Services, the Applicant represents his/her/its acceptance of these Terms and Conditions and agrees to be bound by them.

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1. The Services are provided to the Applicant to complete and submit online applications for the bank accounts and services provided by the Bank (the “Application”), including without limitation the opening, maintaining, continuing and operation of current accounts, savings accounts and/or the provision of loans or facilities for corporates.
2. The Applications saved under the Services will not be processed by the Bank until they are submitted to and actually received by the Bank under the Services. The Applicant may be required to upload information and documents as required by the Bank from time to time regarding the Application and/or for amendments of such bank accounts, services, loans or facilities. The Applicant acknowledges and agrees that any information and documents, whether completed or partially completed, saved under the Services and submitted to the Bank may be accessed, used and/or retained by the Bank for the purpose(s) of processing and completing the relevant application and/or amendment.
3. The Applicant may amend, retrieve and/or temporarily save partially completed Application. However, the Application and any information and documents saved and/or uploaded under the Services will automatically and permanently be deleted by the Bank if the Application is not submitted by the Applicant to the Bank after 60 calendar days from the last modified date. The Applicant will not be able to retrieve such data thereafter and a resubmission is required. The documents for approved applications will be kept and stored according to the Bank’s Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data (“Personal Data Circular”).
4. By using the Services, the Applicant warrants and represents that he/she/it is duly authorized to register, send, transmit and/or submit an Application and required information to the Bank via the Services and he/she is physically located in Hong Kong or it is duly incorporated in Hong Kong. The Applicant further warrants and represents that the information submitted to be true, correct and up-to-date. The Bank shall not be responsible to verify or enquire the authenticity or authority of the Applicant.
5. All submitted Application received through the use of the Services are subject to the approval by the Bank at its sole discretion ; and the Bank may from time to time require the Applicant to provide any further information and documents for processing the Application. The Bank is not under a duty to inform the Applicant of the status of the Application or the reason(s) for not processing the Application.

6. Upon the submission of the Application, the Applicant acknowledges that the Application cannot be further amended online through the Services, and any amendment must be made in person.
7. The Applicant shall follow the online instructions provided by the Bank in setting up a User ID and Password(s) and keep the information strictly confidential, and shall not disclose the information to any other person. The Applicant acknowledges and agrees that he/she/it is fully responsible for any unauthorized or accidental disclosure of the information to any other person and shall bear the risks being used by unauthorized persons or for unauthorized purposes. In any event, the Bank shall not be held liable or responsible for the loss, damage, cost or expenses incurred by the Applicant of such information.
8. The designated account(s) opened via the Services (excluding deposits with maturity terms exceeding 5 years) are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong. For details, please refer to [<Coverage of Deposit Protection Scheme>](#).
9. The Bank shall not be held liable or responsible for any losses, damages, costs or expenses suffered by the Applicant or any other person, whether directly or indirectly, for any consequences arising from or in connection with the use of the Services. In particular, the Applicant acknowledges and agrees that the Bank shall not be held liable or responsible for:
 - (a) any delay, loss (including the loss of data), interruption, interception, suspension, unavailability, mutilation or other failure in providing the Services caused by any omissions, actions, or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omissions conducted by a third party service provider, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law);
 - (b) any indirect, consequential, special, or punitive loss and/or damage arising from the provisions of the Services, irrespective of a claim in contract, tort (including negligence), breach of statutory duty or otherwise; or
 - (c) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of goodwill or loss of value of any equipment including software.
10. The Applicant shall indemnify the Bank, against all liabilities, claims, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by the Bank and all actions or proceedings which may be brought by or against the Bank in connection with the provision of the Services or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless they are caused directly by the negligence or wilful default of the Bank.
11. Although reasonable safeguards are put in place, the Bank does not warrant or represent that the Services are free from computer virus, errors, or other malicious, destructive or corrupting code, or that any defect will be corrected, which may adversely affect the Applicant's hardware, software, or equipment.
12. The Bank may, at any time, without giving notice, and/or reasons, modify, suspend, remove or terminate the provision of the Services, in whole or in part.
13. The Bank may at any time amend these Terms and Condition and/or introduce additional terms and conditions from time to time. Such amendment and/or addition shall become effective subject to the Bank giving reasonable notice to the

Applicant which may be given by posting it on the Bank's website or by display in any media that the Bank deems appropriate. The Applicant is deemed to agree to such amendments if he/she/it continues to maintain or use the Services on/after the effective date of such amendments/introduction.

14. Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
15. No forbearance, delay, act, or omission by the Bank shall affect its rights, powers, and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.
16. In addition to these Terms and Conditions, the use of the Services is subject to the Terms and Conditions for Bank Accounts and General Services, the Bank's Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data ("Personal Data Circular") and the Applicant agrees to be bound by them and all other terms and conditions governing any relevant accounts and services applications, amendments, transactions, products, benefits or privileges, if applicable, shall continue to apply. In case of any discrepancy between these Terms and Conditions and other applicable terms and conditions, these Terms and Conditions shall prevail for the purposes of the Services.
17. The Bank will take all commercially reasonable precautions to preserve the integrity and confidentiality of information set out in the Application submitted via the Services. The Applicant acknowledges and agrees that the Bank may use and disclose such information for the purposes set out in the Personal Data Circular and such other purposes directly or indirectly to relating to any transaction and other matters in connection with the Services.
18. If the Applicant provides the Bank with personal data (as defined in the Personal Data (Privacy) Ordinance, Chapter 486 of the laws of Hong Kong) (including but not limited to, where applicable, through or in connection with any video conference) of any individual (including, where applicable, the Applicant's directors, partners, office holders, officers, employees, authorized agents, users, shareholders, beneficial owners, proposed guarantors, security providers, and/or related individuals which are provided by the Applicant in using the Services), the Applicant acknowledges that he/she has obtained the individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by us in accordance with the Personal Data Circular.
19. No person other than the Bank and the Applicant will have any right under the Contracts (Rights of Third Party) Ordinance to enforce or enjoy the benefit of any provision of these Terms and Conditions.
20. Terms and Conditions and the Services 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, the Applicant agrees to submit to the jurisdiction of such courts.
21. If there is any discrepancy between the English version and the Chinese version of this Terms and Conditions, the English version shall prevail.

Issued by Shanghai Commercial Bank Limited

November 2024