

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

1. Definition and Interpretation

1.1 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

“Account” means any account of the Customer with UOB.

“Agreement” means this Business Internet Banking Service Agreement incorporating such amendments and variations as may be effected by UOB from time to time in accordance with any of the provisions hereof.

“Application” means an application to UOB in such form and substance and made in such manner as may be required by or otherwise acceptable to UOB for the provision to the Customer of any one or more of the facilities, services or products which UOB may from time to time make available or provide through the Business Internet Banking Service.

“Applicable Laws” means all statutes, laws, rules, regulations, directives, circulars (whether of governmental body or authority or self-regulatory organisations in relation to which UOB is a member, or otherwise), whether in or outside Hong Kong which are applicable to UOB and/or the Customer and/or to which UOB and/or the Customer is subject.

“Banking Day” means a day on which UOB is open for business in Hong Kong.

“Business Internet Banking (BIB) Service” means the services or facilities from time to time made available by UOB to its Customers for the purpose of enabling the Customers to communicate with UOB through any electronic or telecommunications equipment or medium (including the Internet, any computer or other electronic or telecommunications equipment, terminal or system or otherwise) and/or to operate or effect any transaction on any Account and/or utilise any Facility provided to the Customer or to make and/or submit any Application and/or to give any instruction or authorisation to UOB through any such equipment or medium (whether or not in conjunction with the use of any Device, Password or User ID).

“BIB Software” means all software used for the purpose of the provision to the Customer of Business Internet Banking Service or any other service or facility.

“Customer” means the person who accepts or enters into this Agreement and includes any person to whom any Facility has been granted or made available or who utilises any Facility.

“Company Administrator” means the person appointed by the Customer to administer and control the access and use of the Business Internet Banking Service by Company Signatories and other persons on behalf of the Customer.

“Company Signatory” means a person authorised by the Customer (whether alone or jointly with any other person or persons) to utilise and operate the Business Internet Banking Service for and on behalf of the Customer and/or submit or make any Application or give any instruction and/or execute or sign any instrument and/or to effect any transaction on any Account or operate or utilise any Facility for and on behalf of the Customer and/or to receive, hold and/or use any Device on behalf of the Customer.

“Device” means any token, device or card (including any credit, charge, debit, discount, prepaid or other card) issued by UOB to the Customer or a Company Signatory for the account of the Customer, including or incorporating any replacements, upgrades, or enhancements thereto, and

includes any equipment issued or provided by UOB to a Company Signatory for the purpose of enabling UOB to verify and authenticate the identity of such Company Signatory in the provision of any Business Internet Banking Service and/or to enable a Company Signatory of the Customer to access any Account and/or to give any Instruction or secure information relating to and/or effect any transaction on any Account and/or operate or utilise any Facility through the Internet or any computer or electronic or telecommunications equipment, terminal or system.

"Facility" means any credit, banking or other facility or services or products offered, extended or made available by UOB and "Facilities" shall be construed accordingly.

"Instruction" means any request, Application, authorisation or instruction, in whatever form and sent, given or transmitted to UOB through the Internet or any computer or electronic or telecommunications equipment, terminal or system:

- (a) by the Customer or a Company Signatory on behalf of the Customer; or
- (b) which that UOB or an Officer of that UOB reasonably believes to be the request, Application, authorisation or instruction of the Customer or a Company Signatory given on behalf of the Customer;
- (c) by use of any Device and/or Password of a Company Signatory (whether or not in conjunction with the User ID of the Customer or the Company Signatory); or
- (d) by means of a digital signature (as defined in The Electronic Transactions Ordinance (Cap.553) as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.

"instrument" includes any cheque, bill of exchange, note, bond, acceptance, instruction or order for payment or transfer, contract, certificate or other document.

"Loss" means any and all injuries, liabilities, losses, damages, costs, charges and/or expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

"Officer" means any director, officer, employee or servant of UOB.

"Password" means any number, password or other names, symbols or codes issued or assigned by UOB to a Company Administrator or a Company Signatory or otherwise selected by a Company Administrator or a Company Signatory to enable them to access any Account and/or to utilise the Business Internet Banking Service or operate any Device on behalf or for the account of the Customer and includes any other number, password, name, symbol or code issued, assigned or selected in replacement thereof.

"person" includes any natural person, any firm, association of persons, corporation or entity.

"Hong Kong Court" means any court in Hong Kong Special Administrative Region.

"transaction" includes any transfer, withdrawal or payment.

"UOB" means United Overseas Bank Limited.

"User ID" means the identification characters or number (whether or not alpha-numeric) assigned by UOB to the Customer or otherwise selected by the Customer for the purpose of enabling the UOB to verify and authenticate the identity of such Company Signatory in the provision of any Business Internet Banking Service and includes any other characters or numbers so assigned or selected in replacement thereof.

"Website" means the website presently located at www.uob.com.hk (or any replacement or successor domain name), and includes any website operated and/or maintained by or for UOB from time to time and at any time.

- 1.2 The headings or titles to the Conditions in this Agreement are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of this Agreement.
- 1.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neutral gender and vice-versa.
- 1.4 The rights of UOB with respect to any matter conferred under any provision of this Agreement shall be additional to the rights conferred under any other provision of this Agreement with respect to the same matter.
- 1.5 Any reference to a party in this Agreement shall include a reference to his successors in title and permitted assigns.

2. Application of Agreement

- 2.1 This Agreement shall constitute an agreement between the Customer and UOB and shall apply not only in relation to those Account(s) and Facilities currently requested or applied for by or for the Customer but also to any and all other Accounts currently maintained with UOB and all Facilities currently utilised by or for the Customer and all Accounts which may be subsequently opened or established and to other Facilities which have been or would be utilised by the Customer from time to time.
- 2.2 This Agreement shall apply and continue to apply notwithstanding any mandate of the Customer which may have been given or which may be subsequently given to or accepted by UOB with respect to any Account or Facility (whether currently or subsequently maintained with UOB).
- 2.3 In the event of any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of any previous or subsequent agreement between UOB and the Customer with respect to any Account or Facilities:
 - (a) the provisions of this Agreement governing the usage and operation of any Account or Facilities through the Business Internet Banking Service shall prevail over any such previous or subsequent agreement to the extent and on the occasions that such Account or Facility is operated through the Business Internet Banking Service; and
 - (b) the provisions of such previous or subsequent agreement will prevail over the provisions of this Agreement in all other situations.
- 2.4 Notwithstanding anything to the contrary herein, the terms of this Agreement shall not affect or diminish in any way the rights of UOB referred to or set out in the Website, including, but not limited to any and all exclusions, disclaimers and limitations of any liabilities of UOB, referred to or set out in the Website.

3. Instructions

- 3.1 UOB may (but shall not be obliged to) rely and act upon or carry out any Instruction, and to the extent that any such Instruction is relied, acted upon or carried out by UOB, then such Instruction shall be deemed to have been given by the Customer to UOB, notwithstanding anything to the contrary.
- 3.2 UOB shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give any Instruction or the source and origin of any Instruction and UOB may

defer relying or acting upon or carrying out any Instruction unless and until it is satisfied as to the matters on which it had sought verification regardless of whether it is under any obligation to the Customer to act upon or carry out that Instruction.

- 3.3 In the event that UOB decides to rely, act on or carry out any Instruction or is otherwise under an obligation to do so in relation to any Instruction, UOB shall be allowed such amount of time to act on or carry out any Instruction as may be reasonable having regard to the systems and operations of UOB and the other circumstances then prevailing and shall not be liable for any Loss arising from any delay on its part in acting on or carrying out any such Instruction.
- 3.4 Where any Instruction to UOB is ambiguous or inconsistent with any other Instruction to UOB, UOB shall be entitled to rely, act on or carry out any Instruction in accordance with any reasonable interpretation thereof which any Officer believes in good faith to be the correct interpretation or refuse to act on or carry out the Instruction until it receives a fresh Instruction in such form and manner required by or acceptable to it.
- 3.5 All Instructions given to UOB and transactions effected or made by the Customer on any day after the time stipulated by UOB as the latest time by which Instructions or transactions of the same nature on that day should be effected or made may at the election of UOB be treated as Instructions or transactions given or transactions effected or made on the next Banking Day immediately following that day.

4. Devices

- 4.1 UOB may issue or provide to any Company Signatory one or more Devices in respect of any Account or Accounts and/or for the purpose of enabling the Customer to utilise any Facility. The Devices shall at all times remain the property of UOB which issued or provided the Devices and shall be returned to UOB on demand.
- 4.2 Each Device may be used (whether or not in conjunction with the User ID and/or Password or otherwise):
- (a) to initiate, effect, perform and/or dispatch any Instruction or any communication to UOB;
 - (b) to obtain or utilise any Facility that may be offered or made available by UOB;
 - (c) to access and obtain information as may be permitted by UOB (whether relating to an Account, Facility or otherwise); and
 - (d) to effect any transaction with UOB as may be made available by UOB,
- subject to the terms of this Agreement and to other restrictions, limitations, terms and conditions of UOB then applicable.
- 4.3 The Customer shall procure the return to UOB of any Device issued or provided by UOB to any Company Signatory if so requested by UOB or immediately upon the Customer ceasing to maintain or operate any Account or Facility with UOB or the termination of the Business Internet Banking Service.
- 4.4 The Customer shall procure that the Company Signatory to whom any Device is issued or provided shall retain the Device at all times and shall not permit any other person to have access to or to use the Device issued or provided to such Company Signatory.
- 4.5 UOB shall be entitled to rely on and treat any Instruction made, submitted or effected whether by the use of any Device issued or provided to any Company Signatory or the number generated by such Device (and whether or not in conjunction with any Password of any Company Signatory and/or

User ID of the Customer or otherwise) as having been made, submitted or effected by that Company Signatory for and on behalf of the Customer unless notice of the loss of such Device has been given in such form and by such means as UOB may deem satisfactory and has been received by UOB within such amount of time in advance of such Instruction as UOB would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such Instruction from being received, acted upon and implemented. The provisions of this Clause 4.5 shall continue to apply to any Device issued or provided to any Company Signatory notwithstanding the termination of the use of the Device until it is returned to UOB.

- 4.6 UOB reserves the right to terminate, suspend, cancel, decline to renew or replace any Device with or without prior notice to the Customer or the Company Signatory to whom the Device has been issued or provided, and without giving any reason therefor. The Customer shall procure that the Company Signatory shall not after the termination of any Facility or Account use the Device in relation to the Facility or Account that has been terminated.

5. Password and User ID

- 5.1 The Customer undertakes to procure:

- (a) that no person shall be permitted or shall have access or knowledge of any Password of any Company Signatory except such Company Signatory;
- (b) that each Company Signatory:
 - (i) shall not disclose to any person the Password of such Company Signatory;
 - (ii) shall immediately memorise that Password and destroy the envelope or document in which that Password is stated;
 - (iii) shall not record that Password in any form; and
 - (iv) shall immediately after such Company Signatory has reason to believe that any person may have acquired knowledge of that Password notify UOB thereof.

- 5.2 UOB shall be entitled to rely on and treat any Instruction made, submitted or effected pursuant to the entry or use of the User ID of the Customer and the Password of any Company Signatory or that Password alone (and whether or not in conjunction with any Device or otherwise) as having been made, submitted or effected by that Company Signatory for and on behalf of the Customer unless notice of the disclosure or unauthorised use of the Password to effect any Instruction has been given by the Customer or that Company Signatory in such form and by such means as UOB may deem satisfactory and has been received by UOB within such amount of time in advance of such Instruction as UOB would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such Instruction from being received, acted upon and implemented.

6. Fees And Reimbursements

- 6.1 The Customer shall pay UOB all its fees, commissions and other charges at such rates and in such manner as UOB may impose and stipulate from time to time with respect to:
- (a) the provision of Business Internet Banking Service;
 - (b) the execution or implementation of any Instruction;

- (c) the issue or provision of any Device, User ID or Password to the Customer or any Company Administrator or any Company Signatory; and
 - (d) such other matters and transactions as it may determine from time to time.
- 6.2 UOB shall be entitled to charge the Customer any goods and services tax or value added or other similar tax imposed by any Applicable Laws on any fees or charges payable by the Customer to it or for the provision of any Facility or service to the Customer.
- 6.3 The Customer shall reimburse UOB for any and all disbursements, costs and/or other expenses incurred by it in connection with:
- (a) the execution or implementation of any Instruction; or
 - (b) such other matters or transactions as it may determine from time to time.
- 6.4 UOB shall be entitled to debit any Account at any time in respect of any fees, commissions or other sums due or payable by the Customer to it.

7. Authorisation to Disclose Information

- 7.1 The Customer expressly and irrevocably authorises and permits UOB and each of its Officers to divulge, reveal or disclose any and all of the particulars and information relating to the Customer, any Company Signatory, any Facility or Account or any Instruction to any of the following persons at any time and from time to time:
- (a) any corporation which by virtue of the Companies Ordinance is deemed to be an associated corporation of UOB;
 - (b) all governmental agencies and authorities in Hong Kong and elsewhere where the disclosure is required by law;
 - (c) any person which UOB or any Officer in good faith considers to be appropriate for the purpose of providing Business Internet Banking Service, including any agents or contractors which have agreed to perform works or services for UOB which affect or may affect the operation of any Account or Facility or the Business Internet Banking Service;
 - (d) any person in connection with the use or maintenance of any Account or Facility or the provision by UOB of any service to the Customer or any person who owns, operates, provides or maintains any part of any system or equipment relevant to the provision of any Facility or Business Internet Banking Service;
 - (e) any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to UOB for any such indebtedness, liability or obligation; or
 - (f) any other person at any time where the particulars of any Account were inadvertently divulged, revealed or disclosed to or accessed by such person through no wilful default of UOB or the relevant Officer(s).
- 7.2 The provisions of Clause 7.1 are in addition to any other authorisations and consents of the Customer to UOB with respect to the use and/or disclosure of information relating to the Customer, any Company Signatory, any Facility or Account or any Instruction.

8. General Indemnity

In addition and without prejudice to any other right or remedy of UOB (whether under any other provisions of this Agreement or otherwise) the Customer shall indemnify and hold UOB harmless from and against any and all Loss suffered or incurred by UOB as a result of any of the following:

- (a) any failure by the Customer to comply with any of the terms and conditions of this Agreement;
- (b) any act or default of the Company Administrator in the operation and use of any system or software (including any BIB Software) installed or used by the Customer;
- (c) UOB relying or acting on or carrying out any Instruction or in any manner permitted under this Agreement;
- (d) any change in any Applicable Laws;
- (e) any act, omission or thing done or caused to be done by UOB in connection with or referable to this Agreement or any Account or Facility through no wilful default of UOB, including but not limited to the disclosure by any Officer to any person of any information relating to any Facility or Account or Instruction, whether by inadvertence or otherwise; or
- (f) any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption or failure of any software (including any BIB Software) or any telecommunications, computer or other electronic equipment or system owned, operated and/or maintained by or on behalf of UOB, due to or caused by the Customer or any of its Company Signatories accessing and/or utilising the Business Internet Banking Service.

9. Suspension, Variation and Termination of Business Internet Banking Service and Other Provisions

- 9.1 The Business Internet Banking Service may be suspended or terminated by UOB at any time either with respect to any service or facility constituting or provided through Business Internet Banking Service or generally, without any prior notice being given to the Customer.
- 9.2 The Business Internet Banking Service may be varied by UOB at any time either with respect to any service or facility constituting Business Internet Banking Service or provided through Business Internet Banking Service or generally by giving notice thereof to the Customer.
- 9.3 The Customer may terminate the provision to the Customer of Business Internet Banking Service by giving at least thirty (30) days prior written notice thereof to UOB.
- 9.4 Where the Customer utilises any service or facility constituting Business Internet Banking Service or provided through Business Internet Banking Service, the Customer shall be deemed to have agreed to all the terms and conditions relating to the provision of such service or facility which are then imposed by UOB providing such service or facility.

10. Exclusions

- 10.1 In addition and without prejudice to any other right or remedy which UOB may have (at law or otherwise), so long as UOB acts in good faith in acting upon or carrying out any Instruction, UOB shall not be liable to the Customer in any respect for any Loss suffered by the Customer caused by or arising in any way from UOB's execution or implementation of that Instruction or any matter arising therefrom and notwithstanding any breach by UOB of its obligations to the Customer.

10.2 UOB shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:

- (a) any virus, default, defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any software (including any BIB Software) or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by UOB, the Customer, any Company Signatory, or any other person and whether or not used in the provision or operation of any Account, Facility or Business Internet Banking Service), including but not limited to:
 - (i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
 - (ii) the failure of any such software, equipment or system (including any terminal) to accept, recognise or process any Device, Password or User ID or Instruction; and
 - (iii) the transmission of any virus to any such software, equipment or system;
- (b) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by UOB or by any other person and whether or not used in the provision or operation of any Account, Facility or Business Internet Banking Service);
- (c) the corruption or loss of any data (whether stored in any Device, or any other equipment, terminal or system, whether belonging to or operated by UOB or the Customer) or Instruction or in the course of transmission thereof through the Internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by UOB or any other person whether or not in connection with any Account or the provision or operation of any Facility or Business Internet Banking Service, including any errors generated in the transmission of any data or Instruction;
- (d) the cessation or interruption of the availability or operation of Business Internet Banking Service;
- (e) the failure or refusal of UOB or any other person to accept or honour any Device or Instruction;
- (f) any inaccuracy or incompleteness in any information obtained from the use of any facility or service comprising Business Internet Banking Service;
- (g) any event, the occurrence of which is beyond UOB's reasonable control, including fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supplies; and
- (h) any breach of UOB's obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing subparagraphs of this Clause 10.2.

10.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between UOB and the Customer, UOB shall in no event be liable to the Customer for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of UOB's obligations to the Customer or otherwise.

- 10.4 No representation or warranty is made or given by UOB to the Customer or any person and no obligation or liability is assumed by UOB to the Customer or any person as regards the availability or continued availability or operation of any service or Facility through the Business Internet Banking Service or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by UOB or otherwise) notwithstanding any provision to the contrary in this Agreement.
- 10.5 Without prejudice to anything herein, the Customer shall not make any claim or commence any legal proceedings against UOB in respect of any Loss incurred or suffered by the provision or utilisation of Business Internet Banking Service or any transaction effected through the Business Internet Banking Service for which that UOB is liable to the Customer, more than one (1) year after the later of (i) the date when the event causing such Loss occurred; and (ii) the date of such transaction. Any liability of UOB to the Customer in respect of any such Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Business Internet Banking Service.

11. Amendments

UOB may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the Customer by any means UOB deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and UOB as from the date specified in such notice or in the absence thereof as from the date of such notice. The Customer is deemed to have accepted the said amendments, variation or supplement if it continues to use the service of UOB stated in this Agreement after UOB has issued the said notice.

12. Severability

If any of the terms and conditions of this Agreement is or becomes illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of any other term or condition.

13. No Waiver

No failure to exercise or enforce and no delay in exercising or enforcing on the part of UOB of its rights under any of the terms and conditions of this Agreement or relating to any Account or Facility shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of UOB afterwards to act strictly in accordance with the powers conferred on UOB under such terms and conditions.

14. Translations

This Agreement may, at UOB's discretion, be translated into a language other than the English language. The Customer agrees that such translation shall only be for its convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

15. Customer's Other Obligations

- 15.1 The Customer shall not use or disclose any material and/or information on the Website pertaining to the Business Internet Banking Service other than to access and use the Business Internet Banking Service. In addition, the Customer shall procure that none of the Company Signatories shall use or disclose any material and/or information on the Website pertaining to the Business Internet Banking Service other than to access and use the Business Internet Banking Service.

- 15.2 In the event that the Customer, or any of the Company Signatories receives or retrieves any data or information from the Business Internet Banking Service that is not intended for the Customer, the Customer shall immediately notify UOB, and procure that UOB is notified, of such receipt or retrieval of such information, and delete and destroy and procure the deletion and destruction of such information.
- 15.3 The Customer shall immediately respond to all enquiries and communications from UOB regarding the Business Internet Banking Service or any transaction effected or service provided through Business Internet Banking Service.
- 15.4 The Customer shall procure that:
- (a) any person appointed by the Customer as the Company Administrator has sufficient knowledge and skill to properly operate and maintain all equipment and software installed or used by the Customer to enable the Customer to access and utilise the Business Internet Banking Service;
 - (b) every Company Administrator acquires full and complete knowledge of all features and settings of all BIB Software before the Customer commences utilising Business Internet Banking Service or any service or facility provided through Business Internet Banking Service;
 - (c) every Company Administrator shall operate and maintain all such equipment and software referred to above competently and properly and in accordance with the requirements of the Customer and with such procedures and requirements as may be stipulated from time to time by UOB with respect to Business Internet Banking Service or any service or facility provided through Business Internet Banking Service; and
 - (d) where the Business Internet Banking Service is provided in conjunction with other corporations related to the Customer, any person appointed as a Company Administrator shall also be a Company Administrator of all the other corporations.
- 15.5 The Customer shall be responsible for all the actions of the Company Administrator.

16. Company Signatories, Mandate Change and Corporate Resolution

- 16.1 For the purposes of Clause 16.2, the term "Mandate Change" means any addition, removal, deletion or substitution of any person as a Company Signatory or any amendment, variation or revision of the scope, extent or limit of the authority conferred on any Company Signatory by the Customer.
- 16.2 UOB shall in no event have any obligation whatsoever to act upon and implement any Mandate Change:
- (a) unless written notice of the Mandate Change has been given to UOB in a form prescribed by or acceptable to UOB and in accordance with UOB's operational procedures;
 - (b) unless and until UOB is satisfied that the Mandate Change has been duly authorised by the Customer; and
 - (c) until, in the event that and after UOB is satisfied that the Mandate Change has been duly authorised by the Customer, such amount of time which UOB would reasonably require (having regard to all the circumstances then prevailing) to enable UOB to take the appropriate action to act upon and implement the Mandate Change shall have elapsed.

16.3 Where UOB is notified by the Customer that any resolution of the board of the directors of the Customer has been passed or any document has been executed by the Customer authorizing any person or persons to take any action or enter into any agreement on behalf of the Customer or conferring any authority on any person or persons to act in any way on behalf of the Customer, UOB shall be entitled to assume that such authority as has been conferred on those person or persons and has not been revoked by the Customer until notice of revocation has been given to UOB by the Customer.

17. Notices

17.1 For the purposes of Clause 17.2, the term "Specified Address" in respect of any Customer, means the last known address, facsimile number, or electronic mail address in Business Internet Banking Service's records or UOB's records of that Customer.

17.2 Any and all notices (whether or not in relation to this Agreement, any amendments to this Agreement or any instructions) or demands of UOB may be sent to the Customer by post, facsimile transmission, electronic mail or through the Internet to the Specified Address or by online messages posted in the Website on web pages selected by UOB. Any statement notice or demand to any Customer so sent or despatched shall be effective and deemed to have been received by that Customer:

(a) on the day immediately following the date of despatch, if sent by post; or

(b) immediately on despatch if sent by facsimile transmission, electronic mail or through the Internet or by online messages posted in the Website.

18. Governing Law And Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

18.2 The Customer submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region with respect to any claim or dispute concerning this Agreement or arising from any Instruction or the utilisation of Business Internet Banking Service.

18.3 The Customer shall not commence or continue any legal proceedings against UOB in any jurisdiction other than in Hong Kong with respect to any matter, claim or dispute so long as UOB is prepared to submit to the jurisdiction of any Hong Kong Court with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against UOB in any jurisdiction with respect to any matter, claim or dispute other than Hong Kong seek UOB's agreement to submit to that foreign jurisdiction with respect thereto.

18.4 Service of any process or document by which any proceedings in any court in Hong Kong are commenced may be effected in any manner permitted for communications hereunder.