

Industrial and Commercial Bank of China (Asia) Limited Terms and Conditions – ICBC Account Easy Access Service

1. Application

These Terms and Conditions, together with the current “Master Terms and Conditions - Banking Services” of Industrial and Commercial Bank of China (Asia) Limited (**us**), apply to the Link Account service (“**Service**”) and all transactions with **you** (the customer) in relation to the Service.

2. The Service

2.1 Through the Service, an individual customer (“**Principal**”) of our Bank or of Industrial and Commercial Bank of China Limited (“**ICBC PRC**”) may authorize an individual customer (“**Operator**”) of the other bank to perform such operations on the Principal’s account(s) as from time to time permitted under the Service.

2.2 The Service will be provided through each bank’s internet banking service or such other channel(s) as from time to time permitted under the Service.

2.3 Before using the Service, you will need to apply to us and comply with our reasonable requirements. You will also need to liaise with ICBC PRC’s customer (“**Other Customer**”) to make the necessary application within the required time to ICBC PRC. We and ICBC PRC may refuse to accept an application without giving reasons.

2.4 While these Terms and Conditions refer to the Principal, the Operator and the Other Customer, the references are intended to mean the same individual, and these Terms and Conditions should be read accordingly. We or ICBC PRC may refuse to accept your application or at any time suspend or terminate your Service, if we or ICBC PRC cannot confirm that the Principal, the Operator and the Other Customer are the same individual.

2.5 All instructions and enquiries through the Service will only be given through the channel(s) from time to time permitted under the Service.

2.6 All transactions in relation to your account with us in Hong Kong will be subject to Hong Kong law.

2.7 All transactions in relation to an account with ICBC PRC in the People’s Republic of China (excluding for the

purposes of these Terms and Conditions, Hong Kong, Macao and Taiwan) (“**PRC**”) will be subject to ICBC PRC’s terms and PRC laws and regulations.

2.8 The information available under the Service and their presentation may be different between us and ICBC PRC.

3. Authorization and agreement

3.1 By agreeing to use the Service, you authorize:

- (a) (if you are a Principal) your Operator to have full access to your account information and to operate your account in any manner from time to time permitted under the Service;
- (b) us to disclose all your and your account information to the Other Customer and to ICBC PRC;
- (c) us to pass all instructions and enquiries under the Service to ICBC PRC for its action at its discretion;
- (d) us to verify any instructions given by the Other Customer solely by checking his or her “customer number” assigned by ICBC PRC or any other identification from time to time permitted under the Service; and
- (e) each of ICBC PRC and us to take any action necessary or desirable in connection with the Service, to carry out any instructions, or to comply with any applicable laws or regulations.

3.2 By agreeing to use the Service, you agree, represent and confirm that:

- (a) the Other Customer will only be identified by us on setting up the Service by reference to his or her identity document number and the “customer number” or any other identification from time to time permitted under the Service, and the Other Customer’s instructions will only be verified by us by checking his or her “customer number” or any other identification from time to time permitted under the Service;
- (b) you and the Other Customer will give such information and instructions as from time to time required to use the Service;

(c) you and the Other Customer will only use the Service for proper purposes and in accordance with the requirements from time to time for use of the Service and all applicable laws and regulations;

(d) (if you are a Principal) you will be responsible for all instructions and actions of your Operator;

(e) neither we (unless caused by our negligence or wilful misconduct) nor ICBC PRC (subject to ICBC PRC’s applicable terms and PRC laws) will be responsible for any consequence or loss arising from any instructions or actions of the Other Customer, nor for the proper application or otherwise of any funds transferred to your Operator, nor for any loss arising therefrom;

(f) neither we (unless caused by our negligence or wilful misconduct) nor ICBC PRC (subject to ICBC PRC’s applicable terms and PRC laws) will be responsible for any consequence or loss arising from any dispute or claim between you and the Other Customer; and

(g) unless caused by our negligence or wilful misconduct, we will not be responsible for any actions or omissions of ICBC PRC. Subject to ICBC PRC’s applicable terms and PRC laws, ICBC PRC will not be responsible for our actions or omissions.

3.3 You will indemnify us and ICBC PRC against any liability, reasonable loss or expense (including tax or levy) arising from the Other Customer’s instructions, acts and claims.

4. Instructions

4.1 “**Password**” refers to one or more means accepted by us or ICBC PRC to authenticate a user and to gain access to an account or service through one or more channels or means including the internet, and may include identification or number, letter, code, digital signature, card, token or anything.

4.2 Any instruction given with the use of your or the Other Customer’s password is binding on you. This is so notwithstanding different requirements in your mandate or other arrangements. Changes in your authorized signatories or signing arrangement will not affect operation by your or the Other Customer’s password. If the option is provided by us, a password for one channel may be used to apply for other services or channels, and any application is binding on you.

4.3 You will, and will ensure that the Other Customer will, use all reasonable care to keep your and the Other Customer's password secret and secure.

4.4 You will notify us as soon as reasonably practicable at the telephone number or by another method notified by us if you find or believe that your password has been compromised, lost or stolen or that any unauthorized transactions have occurred. We may without liability take any action following receipt of a report reasonably believed by us to be genuine.

4.5 You will ensure that the Other Customer will comply with ICBC PRC's requirements regarding notification of compromise, loss or theft of the Other Customer's password, of unauthorized transactions or of any other incidents.

4.6 You will be liable for all losses if you or the Other Customer has acted fraudulently or with gross negligence, or allowed a third party to use your or the Other Customer's password, or failed to comply with your or the Other Customer's obligations under Clause 4.3, 4.4 or 4.5. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your account. This Clause does not apply (a) unless the unauthorized instruction was given electronically, or (b) to you unless you are a private individual (excluding sole traders, partnerships, clubs and societies).

4.7 This Clause 4 is without prejudice to clause 6 (Password) of our current "Master Terms and Conditions - Banking Services".

5. Termination

5.1 The Principal or Operator may instruct its bank to terminate use of the Service. We will not be obliged to provide you with any information of pending instructions including standing instructions given by the Operator.

5.2 If you are the Principal and terminate use of the Service, we will use reasonable efforts to cancel all pending instructions including standing instructions given by the Operator, but will not be responsible if any such instructions cannot be cancelled.

5.3 If the Other Customer ceases to be a customer of ICBC PRC, his or her use of the Service will terminate.

6. ICBC PRC

ICBC PRC will be entitled to the benefit of these Terms and Conditions (for this purpose only and not otherwise, we act as agent for ICBC PRC).

7. Law

7.1 These Terms and Conditions and all transactions in relation to your account with us in Hong Kong are governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

7.2 All transactions in relation to an account with ICBC PRC in PRC are governed by PRC laws. The parties submit to the non-exclusive jurisdiction of PRC courts.

8. Risk disclosure and disclaimer

The following risk disclosure statements cannot disclose all the risks and other significant aspects involved. You should carefully consider whether the Service is suitable for you. You are advised to seek independent professional advice, where necessary.

Cross-border transactions involve risks, and information sent to another jurisdiction will be subject to the laws and regulations of that jurisdiction.

The internet is a global and open network accessible from anywhere in the world by unknown parties. Internet banking services entail transmission of sensitive information over the internet. The security of the internet and devices used by customers to access internet banking services are outside our and ICBC PRC's control.

The appointment of an Operator to have access to your account involves risks. For example, funds may be transferred from your account to the Operator for unauthorized use. Verification of the Other Customer will only be conducted in the manner set out in these Terms and Conditions. You will be responsible for all instructions and actions of your Operator.

Neither we (unless caused by our negligence or wilful misconduct) nor ICBC PRC (subject to ICBC PRC's applicable terms and PRC laws) will be responsible for any consequence or loss arising from any instructions or actions of the Other Customer, nor for the proper application or otherwise of any funds transferred to your Operator, nor for any loss arising therefrom. Neither we (unless caused by our

negligence or wilful misconduct) nor ICBC PRC (subject to ICBC PRC's applicable terms and PRC laws) will be responsible for any consequence or loss arising from any dispute or claim between you and the Other Customer.

Unless caused by our negligence or wilful misconduct, we will not be responsible for any actions or omissions of ICBC PRC. Subject to ICBC PRC's applicable terms and PRC laws, ICBC PRC will not be responsible for our actions or omissions.